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Instructions:

Page numbers and corresponding sheet-counts are given in the table below to indicate portions of the *Construction Manual* that are to be removed and inserted to accomplish this revision.

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This manual is provided for our construction engineering personnel as instruction for fulfilling the objectives, procedures, and methods for construction administration of Washington State transportation projects. This manual contains two kinds of instructions depending on the subject matter and the nature of the work. In one case, where the activity is the inspection of contract work that is critical from a structural or operational viewpoint, the instructions prescribe detailed methods and procedures designed to assure the objective of a safe and adequate finished product. In other cases, typically in the areas of documentation and payment, the instructions are limited to describing the necessary objectives of the work without specifying the methods or procedures. The *Construction Manual* is intended as a reference book that is consistent with the language and intent of the *Standard Specifications*. In order to use this reference effectively, it is essential that the user has a thorough understanding of the contract, contract plans, contract provisions, and *the Standard Specifications*, as well as this manual.

Where specific methods and procedures are not included, the intent of the manual is to provide the project staff with a statement of the outcomes required and to allow the Region Construction Management and the Project Engineer to devise procedures accordingly. The manual provides basic instruction for identifying policies or laws that affect the construction administration work, however, the manual generally does not interpret these policies or laws. Compliance with policies, laws, and regulations is the duty of the Project Engineer, who may call on others, especially those authorized to enforce laws and regulations, at any time for assistance. In order to respond to the many situations that may arise on different contracts with different types of work, the instruction provided by this manual is general in character and is not to be construed as replacing, modifying, or superseding any of the provisions of the contract, contract plans, contract provisions, or *Standard Specifications*.

The tone of this manual is noticeably different from previous editions in that it affirms the philosophy of decision making at the appropriate levels. With that decision-making authority comes responsibility to make good decisions. Decisions to deviate from the instruction provided in this manual must be based on engineering judgment, and supportable as representing the best interests of the public.

Comments about the manual are always welcome and will be considered in future updates.



KEVIN J. DAYTON, P. E.
State Construction Engineer

Metrication

Throughout this manual, English units are used as the primary unit with Metric (SI) units following in parentheses. Metric conversion of English units is generally in accordance with ASTM E 380 and AASHTO guidelines. In some cases, metric conversion has been rounded to a practical value rather than a precise conversion.

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1-1 General Information

1-1.1 Purpose and Scope of Manual

This manual is published by the State Construction Office primarily as a resource for construction engineering personnel. It is intended as instruction for administering Washington State transportation projects. The manual recognizes established standards and describes accepted engineering practices. The instruction provided by this manual is intended to identify desired results, establish standardized requirements, and provide statewide uniformity in the administration and construction of transportation related contracts.

Construction engineering staff responsible for work on construction contracts will want to be familiar with the guidance and instructions included in this manual. The guidance presented by this manual is intended to complement the requirements of the *Standard Specifications* and the contract provisions and to promote uniformity of results among all Regions of the Washington State Department of Transportation (WSDOT).

Suggestions for corrections, additions, or improvements to this manual, and to the *Standard Specifications or General Special Provisions* are welcomed and encouraged. Any means of communication with the Construction Office will be accepted and reviewed promptly.

1-1.2 Definition of Terms

In using this manual, the interpretation of words or terms should be considered the same as set forth under “Definitions and Terms” in Section 1-01 of the *Standard Specifications*. If a conflict should occur between the guidance or instructions offered by this manual and the specifications or provisions identified in the contract, the latter should always prevail.

1-1.3 WSDOT State Construction Office

The State Construction Office strives for consistent, cost-effective, quality construction through direct support of WSDOT’s Regional construction program. The Construction Office coordinates the development of policies and standards, provides training, guidance, oversight, technical expertise and advocacy, introduces innovation, and coordinates and shares information on construction issues.

1-1.3A State Construction Engineer

The State Construction Engineer reports to the Director of Environmental and Engineering Programs and is assigned the responsibility for all WSDOT contract construction projects, except those contracts executed by the Director of Washington State Ferries Division. The State Construction Engineer is responsible for all matters pertaining to contract administration and represents the Director in managing the performance of these contracts. In addition, the State Construction Engineer acts for the Director in approving increases or decreases of work, changes in the work, changes in materials incorporated into the work, authority

to accomplish work by force account, extensions of time, and the assessment of any liquidated damages. The State Construction Engineer is responsible for providing guidance and direction to the Regions and State Construction Office personnel who are investigating construction claims and is responsible for the approval of all claim settlements. The State Construction Engineer establishes WSDOT policy relative to inspection and documentation and ensures uniform interpretation and enforcement of the *Standard Specifications* and contract provisions throughout the State. The State Construction Engineer is assisted by three principal assistants for construction as outlined in the Table of Organization shown in Figure 1-1.

1-1.3A(1) Administration

The Construction Engineer, Administration, acts for the State Construction Engineer in setting requirements for contracting, policy, and responding to questions from the regions on all issues pertaining to Division 1 of the *Standard Specifications* and Chapters 1 and 10 of the *Construction Manual*. These include, but are not limited to, time extensions, external civil rights contract changes, prevailing wage issues, documentation, and claims resolution. The Construction Engineer, Administration, also represents WSDOT on task forces with contractor organizations, other public agencies, and at the legislature regarding public contracting issues.

The Construction Engineer, Administration, is assisted by:

- The *Assistant Construction Engineer, Administration*, who reviews time extensions and liquidated damage assessments, and represents the Construction Office on external civil rights issues. The Assistant Construction Engineer for Administration also acts as liaison to various external stakeholders and suppliers.
- The *Documentation Engineer*, who provides guidance for contract documentation and contract payments, as well as providing support to Region Documentation Engineers. The Documentation Engineer resolves issues of material documentation deficiencies for all federal aid projects, is responsible for prevailing wage issues, and is also responsible for evaluating the contract for Acceptance.
- The *Specification Engineer*, who is responsible for maintaining the *Standard Specifications, General Special Provisions, and the Construction Manual*. The Specification Engineer also supports the Assistant Construction Engineer, Administration in matters concerning external civil rights.
- The *Construction Administration Support Engineer*, who is the CCIS System Manager, the Construction Office Liaison to MIS, supports the Region and Project Engineer offices by providing training in the use of CCIS and the CCIS Sequel Database. This position also maintains the Construction Office intranet web page and the Equipment Rental Rate Blue Book.

Administration

1-1.3A(2) Roadway

The Construction Engineer, Roadway, acts for the State Construction Engineer in matters of highway construction such as grading, drainage, surfacing, paving, signing, guard rails, illumination, traffic signals, landscaping, rest areas, and other projects as assigned.

For the purpose of establishing uniformity between the Regions, the Construction Engineer, Roadway, is responsible for establishing accepted practices for construction, construction engineering, and contract administration for work performed within these fields. Some of these responsibilities include inspecting projects, evaluating reasons for contract changes, approving change orders, conducting or assisting in contract negotiations, investigating complaints and claims, and providing recommendations on major changes to the State Construction Engineer.

The Construction Engineer, Roadway, is assisted by three professional engineers.

1-1.3A(3) Bridges

The Construction Engineer, Bridges, acts for the State Construction Engineer in matters for bridges and related structural construction, and other projects as assigned. For the purpose of establishing uniformity between the Regions, the Construction Engineer, Bridges, is responsible for establishing accepted practices for construction, construction engineering, and contract administration of work performed in construction of bridges and other related structural construction. Some of these responsibilities include inspecting projects, evaluating reasons for contract changes, approving change orders, conducting or assisting in contract negotiations, acting as a resource to the Regions for resolving construction related problems, investigating complaints and claims, and providing recommendations on major changes to the State Construction Engineer.

The Construction Engineer, Bridges, is assisted by two professional engineers.

1-1.4 Materials

The Materials Engineer acts for the Director of Environmental and Engineering Programs by directing the materials testing, inspecting, and acceptance functions of WSDOT. Subject to the approval of the Director of Environmental and Engineering Programs, the Materials Engineer; formulates and recommends policies and procedures; directs operating methods to be followed in providing precontract soils, foundation, and materials analysis and testing; recommends and/or approves Pavement Designs; furnishes counsel and technical assistance to the Regional Construction Manager in conducting required materials tests and analysis and provides for periodic review of these test methods and procedures to ensure their conformance to established policies, procedures, and methods; and provides a program that verifies the uniformity of all testing and sampling procedures.

The Materials Engineer is assisted by a staff of professional engineers, administrative personnel, engineers, and technicians.

1-1.5 Region Organization

1-1.5A Regional Administrator

The Regional Administrator represents the Secretary in a geographic area, organizes and supervises a staff of personnel which perform administrative duties and supervise location, design, construction administration, and maintenance of the transportation system within the Region. For the purposes of this manual, the Administrator of the Urban Corridors Office is considered to be a Regional Administrator.

1-1.5B Regional Construction Manager

In supervision of construction, the Regional Administrator is assisted by a Regional Construction Manager. The Regional Construction Manager assigns Project Engineers with appropriate supporting personnel and provides training and guidance to the Project Engineers. It is the responsibility of the Regional Construction Manager to ensure that sufficient personnel are provided on all projects at all times to ensure adequate inspection, documentation, and quality controls. For the purposes of this manual, the Deputy Administrator of the Urban Corridors Office is considered to be a Regional Construction Manager.

1-1.6 Relationship With Other Agencies

1-1.6A Federal Highway Administration

The Federal Government provides transportation funding to Washington State through the Federal Highway Administration (FHWA), a division of the United States Department of Transportation. These funds are subject to applicable Federal law, Executive Orders, regulations, and agreements.

The WSDOT contact with FHWA for Construction Administration matters is the State Construction Office. In preparing and approving standard specifications, general special provisions, and this manual, the Construction Office seeks the review and approval of FHWA. Use of approved provisions and meeting the required outcomes described in the manual become the basis of federal reimbursement.

FHWA provides oversight of WSDOT work on some projects and has delegated that responsibility to WSDOT on others. A full discussion of WSDOT responsibilities under Stewardship is included in this Manual (Section 1-3.4).

1-1.6B Local Agencies

Cities, counties, and other municipalities within the state may also perform work funded with Federal dollars. When this happens, the money is passed through the Department of Transportation and we will have entered into agreements with the local agencies to provide services. For example, WSDOT will allow the use of testing facilities by a local agency.

1-1.6B(1) Project Engineer Administering Local Agency Project

Occasionally, a WSDOT Project Engineer may be assigned to provide engineering and inspection services on a local agency project. The duties of the Project Engineer will be

ENVIRONMENTAL AND ENGINEERING PROGRAMS

Construction Office

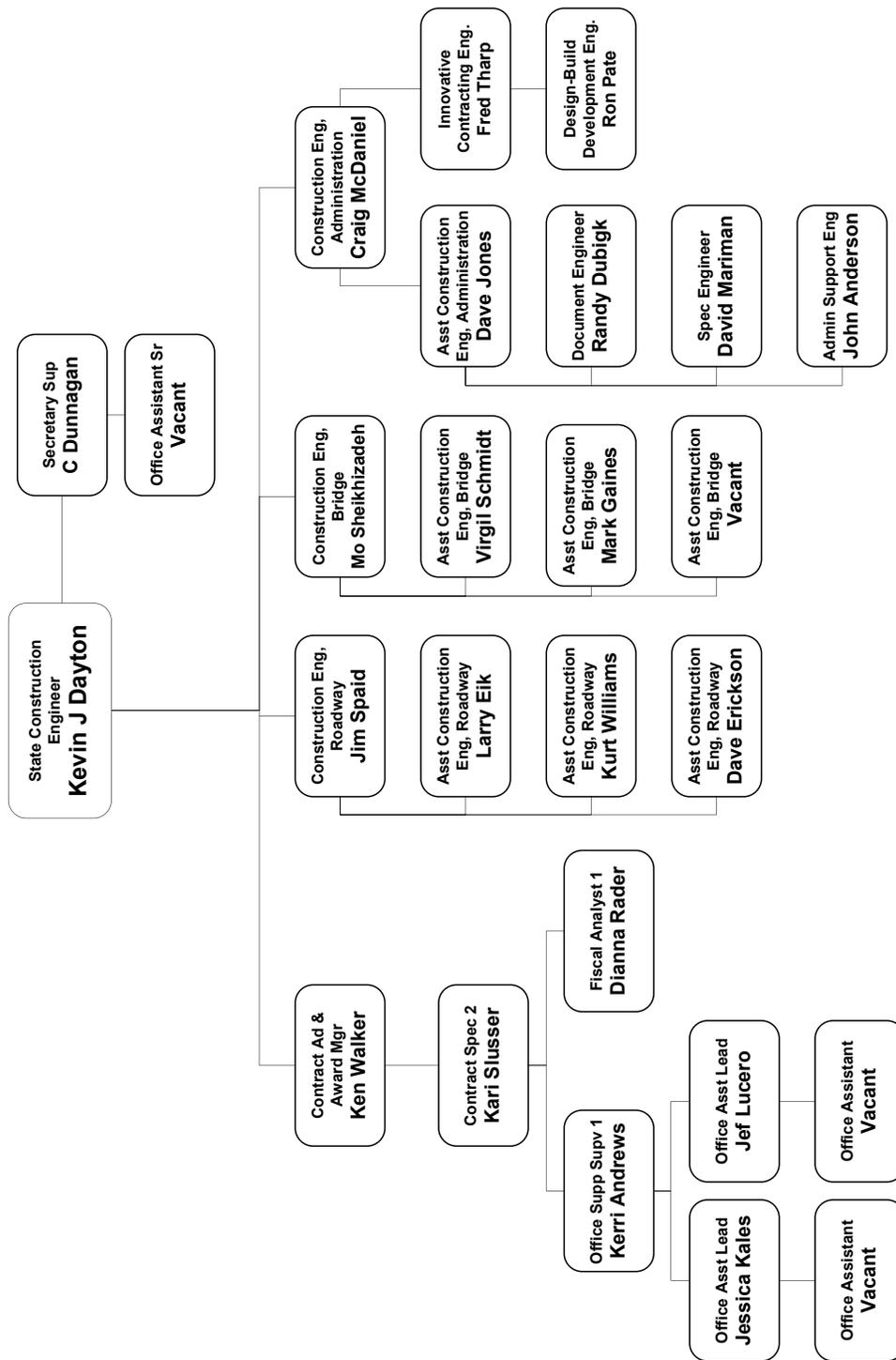


Figure 1-1

Administration

determined by the actual contract provisions and by any specific agreement made between the Region administration and the local agency. The provisions of this manual may or may not apply, depending on the situation.

1-1.6B(2) Local Agency Administering Its Project on State Right of Way

In some cases, WSDOT may grant approval for a local agency to construct a facility on State Right of Way using local agency staff and contractors. (For example, a city funded overpass of an interstate). When this happens, a Project Engineer will be assigned to provide oversight of the local agency work. The Project Engineer is expected to assure that the local agency provides the same level of engineering and inspection that State employees would accomplish. While the Local Agency may have different administrative provisions with respect to risk-sharing and submittal requirements, all of the technical aspects of the *Standard Specifications* and this manual must be met.

1-1.6C Other Federal, State, and Local Agencies

The design and construction of transportation improvements often incorporates locations and features that fall within the jurisdiction of other agencies. It is the policy of WSDOT to cooperate with all agencies as partners in the completion of each project, recognizing and complying with each agency's legal requirements. The Project Engineer shall cooperate with local authorities to help ensure that the contractor complies with local laws, ordinances, and regulations. However, unless specifically allowed in the statutes and the contract documents, no WSDOT employee shall engage in any kind of enforcement of laws, rules, regulations, or ordinances which are the responsibility of other agencies. As WSDOT attempts to earn confidence and build trust with resource agencies and the public, it is critical that we take the proper actions when we are aware of an issue. When WSDOT employees observe something which is questionable or appears to not be in compliance with local laws, ordinances, and regulations, it shall be brought to the Project Engineer's attention. The Project Engineer is responsible for bringing it to the Contractor's attention for proper action. Rely on the Regional and Headquarters expertise and the appropriate agencies when dealing with complex issues such as environmental compliance, safety, or hazardous materials.

1-1.6C(1) Highways over National Forest Lands

WSDOT has entered into a Memorandum of Understanding (MOU) with the United States Forest Service (USFS) and the Project Engineer is required to do the following when performing work on National Forest Service Lands:

1. Represent the department in all matters pertaining to the project.
2. Confirm that the USFS has been notified of the project advertisement and award.
3. Notify and obtain approval from the USFS for any changes in the project that will affect National Forest System Lands, beyond that of the original contract.

4. Notify the USFS when the project nears completion, at which time the USFS will indicate if they choose to participate in the final review of the project.

1-1.7 Relating to the Public

Public confidence is enhanced by WSDOT personnel being responsive to reasonable requests for information, providing timely advanced notice of possible impacts, and reducing inconvenience to traffic while maintaining worker safety. When possible, the Project Engineer should rely on resources such as Regional Public Information Officers and the State Office of Communications and Public Involvement. If there is concern or reason to question the confidentiality or sensitivity of the information requested, consult with your supervisor or seek the advice of the Attorney General's office.

1-1.8 Safety

Safety is not optional in WSDOT. No employee will be permitted to disregard applicable safety and health standards of the State Department of Labor and Industries or other regulatory agencies.

Since WSDOT employees on transportation construction projects are routinely exposed to a variety of hazards, they must take adequate safety precautions at all times. The following items are emphasized as they represent common activities that workers or work crews may encounter.

- The employee shall ensure that an area is safe before entering it for the purpose of inspection. For example, a deep trench must be adequately shored and braced before entering it.
- Aggregate production and material processing plants should be inspected for safety hazards. Corrective measures should be called to the attention of the Contractor or producer. Corrections must be completed before WSDOT personnel will be permitted to proceed with entry or work upon the premises.
- The employee must at all times watch for backing trucks and not depend upon hearing alone for warning. The noise of plants and other equipment often make it impossible to hear trucks approaching and the truck driver's vision area is restricted when backing a truck.
- Parking WSDOT vehicles too close to the path of construction equipment, behind standing equipment, or in other hazardous locations is not permitted.
- Where traffic is maintained in work zones, care must be taken to avoid approaching traffic when it is necessary for inspectors and others to step onto or cross the traveled portion of the roadway. Whenever possible, work activities, ingress and egress, should be conducted within the relative safety of the work zone.
- WSDOT employees working on foot in the highway right of way and other areas exposed to vehicular traffic must comply with the same high visibility clothing requirements imposed on the contractor by Section 1-07.8 of the *Standard Specifications*.

CHANGE ORDER — CHECKLIST

Contract # _____ Contract Title: _____ Change Order #: _____	Included?		If Yes, Approval Required		
	YES	NO	PE	Region	State Const.
I. Executed by the State Construction Office					
1. A cost or credit equal to or exceeding \$200,000.*1	<input type="radio"/>	<input type="radio"/>	X	X	X
2. A change in the contract documents beyond the scope, intent, or termini of the original contract.*2	<input type="radio"/>	<input type="radio"/>	X	X	X
3. Any proposed revision or deletion of work that effects the condition of award requirements.	<input type="radio"/>	<input type="radio"/>	X	X	X
II. Executed by the Region					
4. A cost or credit greater than \$50,000 but less than \$200,000.	<input type="radio"/>	<input type="radio"/>	X	X	
5. A change in contract time greater than 10 and less than or equal to 30 working days must be related to changes implemented by change order.	<input type="radio"/>	<input type="radio"/>	X	X	
6. A change in contract time greater than 30 working days or a change in contract time unrelated to any change order.	<input type="radio"/>	<input type="radio"/>	X	X	X
III. Executed by the PE					
7. A determination of impacts and/or overhead.	<input type="radio"/>	<input type="radio"/>	X	X	X
8. Specification change, involving Headquarters generated specifications.	<input type="radio"/>	<input type="radio"/>	X	X	X
9. Specification change, involving Region generated specifications.	<input type="radio"/>	<input type="radio"/>	X	X	
10. Material or product substitution. (Requires State Materials Lab Recommendation & HQ Const. approval)	<input type="radio"/>	<input type="radio"/>	X	X	X
11. A structural design change in the roadway section. (Requires State Materials Lab approval)	<input type="radio"/>	<input type="radio"/>	X	X	
12. A determination of changed condition.	<input type="radio"/>	<input type="radio"/>	X	X	X
13. Settlement of a claim submitted under Section 1-09.11(2).	<input type="radio"/>	<input type="radio"/>	X	X	X
14. Repair of damage qualifying under Section 1-07.13 of the Standard Specifications regarding "acts of God" or "acts of the public enemy or of government authorities".	<input type="radio"/>	<input type="radio"/>	X	X	X
15. A structural change for structures (see BTA authority as shown in the Construction Manual.	<input type="radio"/>	<input type="radio"/>	X	X	X

Verbal Approval:

This is approval given by the executing authority (Headquarters, the Region, or the Project Engineer) to proceed with work prior to issuance of the written change order. This approval is warranted on any change where a cost/time benefit to WSDOT can be realized or a cost/time disadvantage to the contractor can be minimized by prompt action.

Fill in applicable Verbal Approval name and dates, if any: PE: _____ Date: _____
 Region: _____ Date: _____
 State Const. Office: _____ Date: _____
 Other: _____ Date: _____

To be completed by Project Engineer:

Avoidable: Yes ___ No ___ Value Added: \$ _____

CO Reason (s) (see CCIS Source/Outcome codes or Const. Homepage): _____

To be completed by Region:

Is the change eligible for Federal participation where applicable? Yes ___ No ___

*1 Change greater than \$200,000 on Federal Stewardship requires FHWA approval (see Ch. 1-2.4C(3) and Ch. 1-3.4).

*2 Per RCW 47.28.050, any change beyond \$7,500 that is beyond the original scope shall go through the competitive bidding process.

Change order prepared by: _____ Date: _____

Change order reviewed by: _____ Date: _____

Figure 1-5

Administration

a negotiation. When bidding a job, the contractor must be optimistic and take appropriate risks. When negotiating, it is understandable and acceptable for the contractor to be pessimistic and avoid risk, unless compensated. Some key points to remember are:

- A negotiated price will likely be higher than a competitive bid price.
- A proposal which assigns extensive risk to the contractor will likely be more costly yet.
- The contractor may be willing to take on this risk if the price is a bit higher
- The significant advantage of reaching a price agreement before the work is started (forward pricing) is that the contractor assumes the risk of the accuracy of the pricing assumptions and predicted duration for performing the work.
- (when forward pricing) the Project Engineer may utilize the high end of the estimating range in justification.
- (when forward pricing) an audited overhead rate may be substituted for the markups described in Section 1 09.6. Contractors can usually provide an estimated home office overhead rate which may be checked by an annual audit, if warranted.

(III) PRICING AFTER FACT

When establishing prices after the work has been performed, actual costs should be used to the extent they are available. The following are key points to keep in mind:

- Costs for equipment cannot exceed the rates established by the AGC/WSDOT *Equipment Rental Agreement* for an equitable adjustment.
- When pricing after the fact, the markups described in Section 1-09.6 are appropriate for measuring time and materials because there is no risk involved in after the fact pricing.

(IV) UNILATERAL PRICING

In the interest of being timely, the change order should be a tool to document agreement and not a negotiation tool back and forth. Ideally we will have agreement with the contractor when pricing the work. On occasion, however, due to time constraints and difference of opinion, we can't always come to agreement. The difference of opinion may be for only a small portion of the work. *Standard Specification* 1 09.4 (2) provides, "If the parties can not agree, the price will be determined by the Engineer using unit prices, or other means to establish costs". This is not to say that the contractor is obligated to honor unit bid prices for work that qualifies for an equitable adjustment. This allows us to proceed with changed work prior to reaching an agreement on the price. In the interest of being timely, and provided the Project Engineer is comfortable that the included price can be supported, there's nothing wrong with issuing a change order to the contractor unilaterally. This orders the work to proceed, establishes the State's position on cost, and puts the decision to continue negotiations in the contractor's hands as

detailed under 1-04.5. The contractor is obligated to endorse, write a separate acceptance, or protest as described in the specification and a timeline is provided for these actions.

(V) TIME

The completed equitable adjustment should include provisions for any increases or decreases in contract time based on impacts to overall contract duration. The decision on time should be supported by an analysis of the project schedule. Analyzing time in advance encourages communication between the parties allowing the contracting agency to make an informed decision on the true costs. It also enables the contracting agency to mitigate time impacts if that is in the agency's best interest.

1-2.4C(3) Approval of Changes/Checklist

In addition to noting who can execute a change order, the checklist (see Figure 1-5) further indicates who must approve the change prior to execution. Written approval constitutes agreeing with the general nature of the change and can be granted by memorandum or e-mail. The checklist works as follows: for any item marked "yes", approval must be obtained as indicated by the columns with the "Xs". Each tier, left to right, has the authority to decide not to proceed with the change. This approval does not constitute authority to proceed with the work. That authority must come from the person who will execute the change order (*see verbal approval*.) In an emergency, the Region Construction Manager may authorize work to begin on any change order if the State Construction Office cannot be contacted for the required approvals within a reasonable amount of time.

(I) State CONSTRUCTION OFFICE

[1] FHWA APPROVAL On a project with federal funding and for which the stewardship responsibility has not been delegated, written FHWA approval is required prior to beginning work on change orders that will:

- involve new construction on the Interstate
- alter the termini, character, or scope of work
- increase or decrease the project cost by more than \$200,000 (except for changes prepared in accordance with *Standard Specification* Section 1-04.6)

{a} *who does what?* The State Construction Office will formally submit this type of change order to FHWA for approval.

[2] CONSTRUCTION ENGINEER, ADMINISTRATION

{a} *areas of responsibility* Contract Payments and Withholding of Payments; Contractor Assignment of Payments; Contractor Default; Time Extensions; Assessment of Liquidated Damages; Contract D/M/WBE, EEO, and Training Programs (i.e., Division 1 of the *Standard Specifications*).

[3] CONSTRUCTION ENGINEER, BRIDGE

{a} *areas of responsibility* Bridges & Structures; Bridge Deck Overlays; Walls: (1) Standard and Nonstandard Reinforced Concrete, (2) Soldier Pile, Tieback, Slurry, Cylinder Pile; (3) Soil Nail Walls (i.e., Division 6 of the *Standard Specifications*).

[4] CONSTRUCTION ENGINEER, ROADWAY

{a} areas of responsibility Construction Engineer, Roadway—Grading, Paving, Miscellaneous Paving; Culverts and Drainage; Concrete Slope Protection; Bridge Approach Slabs; Lighting; Signing; Traffic Signals; Fencing; Rest Areas; Walls: (1) Gravity Walls—Masonry, (2) Gabion, Rock, and etc., Proprietary Walls—Structural Earth and Geotextile (i.e., Divisions 2, 3, 4, 5, 7, and 8 of the *Standard Specifications*).

[5] State MATERIALS LAB

{a} areas of responsibility as you will notice from the checklist, the lab plays two roles:

CHECKLIST ITEM #10 the Materials Lab advises whether an alternate material is capable of performing the same function as a required material. However, the State Construction Office makes the final approval based on application of the material, maintenance concerns, etc.

CHECKLIST ITEM #11 the State Materials Lab is the design approval authority for a structural change with regard to roadway sections. Once design approval is obtained, the Region may approve the change order.

[6] BRIDGE TECHNICAL ADVISOR (BTA)

{a} areas of responsibility The BTA is an on call advisor to the Project Engineer on issues related to structural design. The BTA's role is to act as a resource for the Project Engineer in answering questions relating to design, plan clarifications and "minor structural changes".

{b} assignment of BTA After the contract has been awarded, the Region may send a written request to the Bridge Design Engineer in the State Bridge and Structures Office for the assignment of a Bridge Technical Advisor (BTA).

{c} delegation of executing authority if BTA is assigned When a BTA has been assigned to the project, the Region may execute certain "minor structural" change orders provided: 1) The BTA's stamp and signature are on sheet one of the change order, or on a drawing that shows the change; or there is other written structural concurrence from the BTA; and 2) The magnitude of the change is within the Region's authority to execute. All other requirements of the change order checklist apply with the exception that for "minor structural" changes under item #15 the BTA's recommendation may substitute for the State Construction Office approval. A "minor structural" change is not easy to identify, therefore when in doubt, contact the State Construction Office for advice. Changes involving specifications, materials, work method changes, repairs and major design changes should be referred to the State Construction Office. The BTA would never become involved in contract administration issues such as payment, determining the existence of a change to the contract or directing the contractor. These would be construction issues. Structural questions which require support analysis exceeding field capabilities or questions regarding geotechnical or hydraulics issues should be referred to the State Construction Office. Any redesign of significance will be managed through the State Construction Office.

{d} BTA duties The Region and the Construction Office have agreed that "minor structural" questions may be referred to the BTA. Those "minor structural" questions which can be resolved on site may be handled directly by the BTA. Documentation will be provided to the Project Engineer in support of the recommendations. The BTA also takes on the responsibility of keeping the Bridge and Structures Engineer advised of any changes, as appropriate.

{e} BTA guidelines Specific guidelines for the BTA's role on site are as follows:

- Be alert to the need for technical advice to the Project Engineer and be available and responsive to the Project Engineer's requests.
- Develop solutions in accordance with the best structural interest of the project.
- Recommendations should generally be made in writing to the Project Engineer and should include an assessment of the approximate cost of the change.
- Provide the Project Engineer with written documentation to support the recommendations for changes. The Project Engineer will consult with the State Construction Office, as appropriate.
- The BTA has the authority to approve and endorse the structural changes on behalf of the State Bridge and Structures Engineer.
- Keep a written record of activities and recommendations pertaining to the assigned project (project diary).
- Refer/leave contract administration issues to the Project Engineer.
- Conform to the field safety requirements of the Region and the contractor.
- Give the construction project priority but be prudent in the use of time and expenses charged to the project.

The above guides are not meant to be all inclusive, but are generally representative of the scope of services to be provided by the BTA. The BTA's immediate administrative support on site will be provided by the Project Engineer. The BTA's technical responsibility will be to the BTA's regular supervisor in Olympia. Overall determination and monitoring of the assignments will be made by the State Bridge and Structures Engineer.

{f} BTA summary In conclusion, it is the role of Bridge Technical Advisors to advise the project engineer in their area of expertise, which is structural design. The project engineer has the responsibility and authority to administer the contract. Therefore, when it comes to contract issues of payment, work methods, material substitution, etc., it will be the Project Engineer's responsibility to get the proper approval of those aspects of structural changes.

1-2.4C(4) Delegation of Execution Authority

(I) HIGHWAY CONSTRUCTION

The Change Order Checklist (Figure 1-5), in addition to describing the approval requirements previously described, also outlines who has authority to execute a change order.

The State Construction Office executes the change order:

- if any one of 1, 2, or 3 is true (checklist item # 1, 2, or 3 is yes)

The Region (Regional Administrator or designee) may execute a change order provided:

- 1, 2 and 3 are not true of the change (checklist item # 1, 2, and 3 are no)

The Regional Administrator's authority to execute change orders may be:

- delegated to the Regional Construction Manager
- further delegated to the assistant to the Regional Construction Manager

The Region's (Regional Administrator or designee) authority to execute a change order may be delegated to the Project Engineer provided:

- items 1 through 6 are not true of the change (boxes 1 through 6 are marked no)

In the absence of the Project Engineer, the Project Engineer execution authority may be further subdelegated to the Assistant Project Engineer.

(II) WASHINGTON STATE FERRIES

The Director and CEO of Washington State Ferries

(WSF) is authorized to approve all changes for terminal construction projects and may consult the State

Construction Office for advice. This authority to execute change orders may be:

- Delegated to the Director of Terminal Engineering provided the change does not include a cost or credit exceeding \$200,000 nor does it change the condition of award requirements.
- Authority may be further delegated to the Manager of Terminal Maintenance and Construction provided the change does not exceed \$50,000 and does not include a time extension exceeding 10 days.
- In the absence of the Manager of Terminal Maintenance and Construction, that Manager's execution authority may be further subdelegated to the Assistant.

(III) LOCAL AGENCY PROJECTS

When the project being administered includes local agency participation, the project engineer should coordinate with the Regional Local Programs Engineer and the local agency to establish an approval process acceptable to all the parties. Any funding constraints and timelines for reviews and approvals should be established and specified in the contract, if appropriate.

1-2.4C(5) Verbal Approval

The best business practice is to have a signed change order in place prior to proceeding with the work. Verbal approvals should be the exception. A verbal approval might be warranted if it will provide a cost/time benefit to WSDOT or minimize a cost/time disadvantage to the contractor. In the event that the Project Engineer determines that it is in the State's best interest to proceed with the work prior to having a signed change order, the permission "verbal approval" of the executing authority to proceed with the change under these circumstances must be documented in the file. The executing authority is the person who will ultimately execute the change order. The project engineer must have either an executed change order or a verbal approval in place prior to proceeding with the work

1-2.4C(6) Documentation

(I) STATE CONSTRUCTION OFFICE ROLE

The State Construction Office will review Region executed change orders and provide appropriate feedback. Four main areas the Construction Office will review are:

- whether the change is appropriate and there is entitlement
- determine compliance with the change order checklist
- check for existence of supporting documentation
- determine if eligibility for federal-aid participation has been addressed

(II) PROJECT FILES

[1] CCIS INPUT It is important that CCIS input be accurate and timely. CCIS is used by internal and external customers to monitor project changes and costs. Information on change orders (*including minor changes*) is readily accessible through a numbering process and is adequate so that everyone involved will understand the need for the change. Some key items to remember are as follows:

- Is there a clear description of the work?
- Is the origin and purpose of the change be entered using at least two of the reasons listed in the system?
- Was there an order, other than a signed change order, by the engineer for the contractor to proceed?
- Is there a reference to any key documents in the change order file?
- Are any increases or decreases in contract time associated with the change order entered in the appropriate field enabling the *Weekly Statement of Working Days* to be automatically updated?
- For condition of award change orders, are the appropriate fields filled in to generate the change order and automatically update the condition of award items?
- Are any disclaimers included in the change order and are any agreed upon disclaimers included in the text?

Finally, entries must be made in the appropriate CCIS fields concerning whether or not the change order was avoidable and the degree to which the change adds value to the transportation system. The following definitions shall be used for these purposes:

{a} avoidable A Change Order shall be considered as “Avoidable” if the cause is under WSDOT control* and if one or more of the following are true:

- The problem could have been discovered or anticipated with a review of known information or with a reasonable effort.
- It resulted from an engineering error or omission.
- The project could have been constructed according to the contract without the change.
- Reviews of Contractor submittals were delayed beyond specification requirements.

*(e.g.: Cause is not an Act of God, was not ordered by an outside agency, etc.)

{b} value added Whether or not the change order is considered “Avoidable”, an element of a Change Order adds value as long as it is not compensating for rework or delay damages resulting from an error or omission and it meets one of the following:

- There is a positive benefit/cost ratio or an improved life cycle cost.
- Completion is accelerated to the benefit of the users.
- There is a benefit to the public or the environment.
- The change is needed to meet the defined or required design service level.
- Needs of outside stakeholders are met.
- Work zone safety is improved.

Value added through change orders will often appear as a “pay now or pay later” cost. It can be seen that, if the work had been included in the original plans, the bid would have been higher (pay now) by more or less the same amount as the negotiated change (pay later).

[2] transmittal The memorandum transmitting the change order and attachments should include an explanation in sufficient detail so that everyone involved will understand the need for the change, will see that the price is appropriate and that appropriate checks and consultations have been made. The following is a list of items to consider for inclusion in the transmittal when putting together a change order:

{a} describe the change

- what is required by contract?
- what is the change?
- how does it solve the problem?
- reason for entitlement/why is this not paid under the contract?
- is there time associated with the change?

- did the contractor concur/if not why?
- is FHWA participation appropriate?
- does the change affect COA?

{b} evolution of the change

- how did the change evolve?
- discussions with associated offices (maintenance, utilities, environmental, budget, design, etc.)
- alternatives considered
- BTA involvement
- design approval necessary
- COA substitutions authorized by State Construction Office
- approvals in accordance with the checklist/date

{c} payment

- any increase or decrease in cost
- how it was established (see equitable adjustment)
- force account must include estimate

{d} time

- does the change impact the critical path?
- how was any change in working days established?
- note if a change in contract time affects the amount of liquidated damages

{e} prior approval

- was the change order executed by the appropriate WSDOT authority prior to proceeding with the work?
- if not, verbal approval by whom and when

{f} attachments

- checklist
- documentation of verbal approval
- any supporting documentation needed for understanding

[3] DISTRIBUTION

{a} Region-executed When the Region (PE or Region Construction Office) has executed a change, then copies should be sent to the contractor, the State Construction Office and the State Accounting Services Office, (if necessary, the State Accounting Services Office creates and coordinates new groups in “CAPS” and “TRAINS”) If the change order utilizes the “Minor Change” process, then copies of the single page document substitute for the transmittal and CCIS change order print out.

{b} Headquarters-executed If the change is executed at the State Construction Office, copies will be sent to the contractor, the Region, the State Accounting Services Office, (if necessary, the State Accounting Services Office creates new groups and/or items) and, if appropriate, to the State Bridge Office, Design and the Materials Lab.

Administration

{c} *protecting the interest of the surety* One area for the Project Engineer to watch is the interests of the bonding company. Consent of Surety should be required on any change order that expands the scope of the contract. It is also appropriate on any change of large value or risk. Failure to obtain consent of surety could weaken the State's protection under the bond.

1-2.4C(7) Minor Changes

(I) OVERVIEW

All contracts will have a standard item for "Minor Changes". This item will be established in every group as a calculated lump sum. Credits, debits, changes in working days and no cost changes may all be processed under the minor change method subject to the listed criteria.

(II) CRITERIA FOR USE

Keep in mind that although the change meets the criteria for using the minor change process, the Project Engineer may decide that this process is not appropriate. The use of this item is at the Region's and the Project Engineer's discretion. Also keep in mind that the limitations and approvals required by the change order checklist still apply as well as all other change order criteria not modified by this *Minor Changes* section. The Minor Changes process is limited to changes that satisfy all three of the following criteria:

- non-structural changes (checklist item #15 is no) and,
- the value of the change (credit or debit) is estimated at \$5,000 or less and,
- any change in working days not greater than ten days.

(III) ENDORSEMENT

In the interest of being timely, the change order should be a tool to document agreement and not a negotiation tool back and forth. The contractor's authorized signature on the change order is desirable but not mandatory. A phone call or a verbal agreement with the project superintendent may be appropriate if payment is to be made by "Minor Changes". This may be a good discussion item at preconstruction meetings. The Project Engineer should determine when the Contractor's signature is required based on when it is in the State's best interest to document agreement prior to proceeding with a change order. Some situations that may warrant the Contractor's signature are as follows:

- The contract includes substantial incentives.
- There are mutual benefits associated with the change.
- The change might include impacts to time or other work.
- The change is proposed by the contractor.
- The change is a claim settlement.

In any case, a copy of the Minor Change must be sent to the contractor. If the contractor does not agree with the terms or conditions of any change order and has not endorsed the change, then the contractor is required to follow the procedure outlined in Section 1-04.5 of the *Standard Specifications*. This orders the work to proceed and puts the

decision to continue negotiations in the contractor's hands as detailed in that section. The contractor is obligated to endorse, write a separate acceptance or protest as described in the specification, and a timeline is provided for these actions.

(IV) EXECUTION

Due to the criteria for the application of minor changes, the Project Engineer has the authority to execute these change orders.

(V) PAYMENT BY LUMP SUM

The negotiation of prices for payment under "Minor Changes" is intended to be the same as any other change order. The focus, as always, should be forward pricing such that the contractor controls the work and assumes the risk. However, situations occur where it makes sense to measure portions of the work in a variety of ways such as units, force account and/or lump sum. The method for establishing, measuring and monitoring the total may be by any combination of methods however, the payment will only be by a lump sum under the item "Minor Changes".

(VI) PROJECT FILES

[1] CCIS INPUT "Minor Change" change orders must be entered into CCIS, however the required input is slightly abbreviated. Since a formal change order document as described in Chapter 1-2.4C(6) is not processed, the *Work Description* section in CCIS requiring a detailed upload of text is not required. However, the *Short Description* is required and should provide enough detail to identify the content of the "Minor Change" change order. All other information requested by CCIS, including changes to working days or COA, is required.

[2] TRANSMITTAL Under the Minor Change process, the "Change Order - Minor Changes form # 421-005 EF" substitutes for the transmittal included in the more formal process described above. The information on the Minor Changes form should at a minimum briefly document two key items:

- Reason for entitlement/why is this not paid by bid items.
- Any increase or decrease in cost and time and briefly how it was established.

[3] DISTRIBUTION When utilizing the "Minor Change" process, the minor change form is substituted for the change order document and the transmittal. In the case of the "Minor Change" process, it is not necessary to route the backup documentation nor a CCIS print out, as part of the distribution. A copy of the form may be used to document the payment.

1-2.4D Force Account

1-2.4D(1) General

When it is difficult to provide adequate measurement or to estimate the cost for certain items of work, force account may be used in order to pay the Contractor for performing the work. Some contract items may be set up to be paid by force account. Some change orders may require payment by

force account. Section 1-09.6 of the *Standard Specifications* describes the boundaries for payment of work performed by the force account method. In any case, the purpose of force account is to fully reimburse the Contractor for costs incurred on the work. These costs may also include indirect segments, such as travel, per diem, safety training, industrial safety measures, overhead, profit and other hidden costs. The objective is to minimize the inclusion of any “contingencies” included in the contract bid in anticipation of costs that may be incurred during force account work and not reimbursed.

When work is added to the contract and is to be paid by force account, a change order will have been prepared describing the added work to be performed. The change order package will also contain an independent estimate of the cost to perform the added work. All non-standard force account items are assigned the Standard Item Number 7715.

Force account payments are typically not authorized for employees engaged in management or general supervisory work. The cost for this type of activity is presumed to be included in the Contractor’s markups for overhead and profit. However a foreman or, in some cases, a dedicated superintendent devoting full time to the force account work is eligible for payment on the force account.

On projects that require the Contractor to employ trainees, these employees may be utilized in force account work.

The Project Engineer should consider a decision to direct force account work with the same degree of caution that would be applied to directing any other work on the contract. The Contractor should have the expertise to schedule the work and determine what equipment is required. In most cases, it is best that we allow the Contractor to propose the method and approach to the work. Our most effective role would be to concur or approve of the Contractor’s proposal or suggest modifications to it. Before any work is performed by the Contractor on a force account basis, the inspectors should review and agree with the Contractor upon:

1. **Labor.** The classification and approximate number of workers to be used, the wage rate to be paid those workers, whether or not travel allowance and subsistence is applicable to those workers, and what foreman, if any, will be paid for by force account. This agreement will be closely tied to the development of the Labor List.
2. **Materials.** The material to be used, including the cost and any freight charges whether the material is purchased specifically for the project or comes from the Contractor’s own supply. For materials representing a significant cost, or where the industry experiences fluctuations in price, the contract allows for shopping and the Contractor may be directed to obtain quotations. If time permits and the situation seems appropriate, the Project Engineer may want to do this.
3. **Equipment.** The equipment to be used including the size, rating, capacity, or any other information to indicate the equipment is proper for the work to be performed whether the equipment to be used is owned by the Contractor or is to be rented. The cost per hour for the equipment to be used. In the case of rented equipment, the Engineer may ask for competitive quotations, provided the request is made in advance and there is time to obtain them.

Payment for force account work should be made on the same timely basis as any other item of work. When money is being withheld from a progress estimate, the criteria for withholding should apply equally to all items of work, not just to force account work, because of its method of payment.

The procedure for record keeping and payment of force account work on change orders shall be the same as for contract items to be paid by force account. Separate records are to be kept for each force account whether it is an item in the original contract or established as a result of a change order.

1-2.4D(2) Payment Procedures for Force Account Work

1. **Labor.** The specifications require the Contractor to prepare and submit a “Labor List” in advance of force account work. Once approved by the Project Engineer, this list provides the hourly rate for force account calculations until a new list is approved. New lists will not be approved retroactively and calculations previously made from an approved list will not be changed when a new list is approved. If the Contractor fails to submit a list before the first force account calculations are made, then the Project Engineer will determine the rates from the best data available (payrolls on this job, payrolls on other jobs, prevailing wage requirements, union information, etc). Labor list rates will include all the pieces of wage expense — base rates, benefits, assessments, travel, with allocations shown where necessary. Examples of Labor List entries might be:

Generic Laborer (Straight Time)		John Doe, Teamster (Overtime)	
Basic Wage/hr	\$21.36	Basic OT Wage/hr	\$32.81
FICA (7.65%)		FICA (7.65%)	
FUTA (0.80%)		FUTA (0.80%)	
SUTA (5.42%) Total =	2.96	SUTA (5.42%) Total =	4.55
Indust Ins \$1.01/hr	1.01	Indust Ins \$1.01/hr	1.01
Benefits/Hr \$30.78/hr	5.45	Benefits/Hr \$46.37/hr	8.00
Travel Expense		Travel Expense	
\$250/40 hrs	6.25/hr	\$250/40 hrs	\$52.62/hr
Total	\$37.03/hr	Total	\$52.62/hr
Use	\$37per hr	Use	\$53per hr

These examples show the rate rounded to the nearest dollar, which is permissible. If either party would prefer to use the unrounded amount, that is also acceptable. When deciding how many hours require compensation, the specification allows all hours that are a contractual obligation or are customary payments made to all employees. This means that, if a labor contract calls for 4 hours of pay for any call out, then that is a contractual obligation and the 4 hours would be eligible for reimbursement. (As always, the Contractor is expected to reassign the employees, if possible, to avoid the penalty.) In the same vein, a non-Union contractor, who has made call out payments to all employees for years, would be eligible for reimbursement for similar payments in a force account.

2. **Materials.** Materials also works from a list, but the list is generated in a different fashion. The Project Engineer provides the basic list of materials observed by the inspector. This is done in a timely manner (daily, unless the Contractor agrees otherwise). The Contractor adds prices to the list and attaches invoices or affidavits to support the prices. Once the list is returned and checked, payment can be made.

If a shipment of material is only partially consumed during the force account reporting period, the inspector may choose to include the entire amount in the first report or to estimate the amount consumed during each reporting period. The decision should be based upon the amount of the shipment, the nature and cost of the shipment and the security of the stockpile. A case of empty sandbags to be utilized throughout the winter for pollution control would adapt well to a single report, while a stockpile of galvanized conduit should probably be reported piecemeal as it is used in the work. The Contractor may use copies of the original invoice when the material is reported incrementally. If the Contractor has to restock unused material, restock charges can be reimbursed if the original order was reasonable for the work planned.

Along with supplying prices and invoices, the Contractor may suggest additions or corrections to the Materials List. These suggestions will be reviewed by the Project Engineer and, if appropriate, added before payment is made.

If the Contractor does not have an invoice, as in the case of stockpiles or some warehouse stock, then an affidavit will suffice. The Engineer may review the affidavit and, if it is an unreasonable price that cannot be supported, the Engineer may substitute another price, utilizing the best data available. The reasonableness of the price must consider the circumstances of the purchase and all costs associated with obtaining material from another source.

The specifications allow the Engineer to require competitive quotations, if this is done before the work is started and sufficient time is available. If the Contractor has to divert an employee to obtain the quotations, then that employee may be included in the labor reimbursement for the force account.

3. **Equipment.** The Project Engineer should review and comply with the rules governing payment for equipment as outlined in the most current AGC/WSDOT Equipment Rental Agreement. This agreement was developed as an interpretation of the specifications and is relatively self explanatory.

There are three methods of acquiring equipment for use on a force account. "Owned" means that the Contractor controls and operates the equipment. A long term lease arrangement would be the same as ownership. Owned equipment is priced according to the Blue Book. "Rented to Operate" means that the Contractor has obtained a piece of equipment through a short term rental and will operate that equipment with its own employees. Rented to Operate equipment is priced according to the invoice from the rental agency. "Rented Operated" means that the Contractor has obtained a service from an individual or a company to provide a piece of equipment with an operator. An operated rental is not paid as equipment, but rather as a Service. In some cases, the Service will be reclassified as an entity performing in the manner of a subcontractor (see below).

Repair of damage is considered a risk of providing equipment. The cost of this risk is assumed to be in the markup for overhead and profit. Neither costs for repair of damage nor insurance against such damage should be included in the force account direct charges. A common event is the offer of a Damage Claim Waiver by a renting agency. If such a charge appears on an invoice, it should be removed before payment is calculated.

As with Materials, the Engineer may require competitive bids for equipment rentals. Normally, this requirement must be made in advance, before the work is started. However, if the rental is not made in an "arm's length" transaction, for example when the contractor rents the equipment to himself through some sort of business structure, then after the fact quotations may be obtained from independent rental agencies and the lowest such quotation may be used in place of the rental invoice.

Finally, as a special insertion into this Manual, there is a separate method of paying for Pavement Routers for Crack Sealing. WSDOT has agreed to set aside the Blue Book rate for this equipment and to pay \$20 per hour for the operated router.

4. **Services.** Services billed by invoice will be compensated according to the invoice if that is the typical method in standard industry practice. Typical industry practice might include specialized technical services, such as Testing Labs and Environmental Cleanup firms. Also included might be unit price invoices, such as Sweeping per mile or Concrete Pumping per cubic yard, or lump sum quotation invoices, such as Remove Danger Tree or Pump Septic Tanks.

The markup for services depends on the nature of the firm's activities on the project. If the firm is clearly an uninvolved supplier, then the Service markup will apply. If the firm is acting as a subcontractor, then the markup will be made under the subcontractor provisions described below, with the underlying (subcontractor's) overhead and profit assumed to be embedded in the invoice.

It should be noted that payment of force account work through an invoice does not excuse the Contractor from other requirements of the contract. Wage rate rules, subcontractor approvals and other provisions are still contract requirements and must be enforced. Such enforcement, however, is independent of the administration of force accounts and force account payment will not ordinarily be withheld to aid in the enforcement. Note that the statutes associated with some provision requirements do involve the withholding of payment for associated work.

As with materials and equipment rentals, the Engineer may require competitive bids for invoiced services. Normally, this requirement must be made in advance, before the work is started. However, if the service is not obtained in an "arm's length" transaction, for example when the invoice comes from a subcontractor without sufficient effort to find competitive prices, then after the fact quotations may be obtained from independent service providers and the lowest such quotation may be used in place of the service invoice.

5. **Mobilization.** Mobilization and demobilization are reimbursable expenses for assembling equipment, materials, supplies and tools for any force account item and then returning those items to the previous location when the work is finished. Demobilization can include restocking costs for materials not utilized. Force account mobilization applies to original bid item force accounts as well as force accounts added through change orders. The standard bid item "Mobilization" is assumed to not include mobilization activities for force account work.

Mobilization may occur within the project limits if special efforts are required to assemble needed items to the force account location. For example, if a lowboy is required to move a bulldozer from one end of a project to the other, then that mobilization effort would be reimbursed.

If off site preparation work is needed, the Contractor must notify the Engineer in a timely enough manner that the work can be observed, if that is desired. Without such notice, that preparation work will not be reimbursed.

The AGC Agreement allows for pro-rating mobilization costs for equipment that will be used in both force account and bid item work. This will be done by negotiation and agreement. For example, if the Project Engineer and Superintendent agree that a mobilized backhoe will be used three hours on regular work for each hour on force account, then 25 percent of the mobilization costs would be paid on the force account.

All mobilization activities can be categorized as Labor, Equipment, Materials, or Services and will be listed under those categories for payment.

6. Other Payments

Permits or Fees

When a force account requires the Contractor to pay for permits or fees (hazardous waste dumping, etc.) that would fall outside the scope of overhead, these costs are reimbursable and may be included in the "Services" section of the force account payment.

Sales Tax

How retail sales tax is handled on the overall project depends on the ownership of the property upon which it rests. Keep in mind that a project may span more than one type of ownership.

STATE AND PRIVATELY OWNED LANDS

Work performed on state or privately owned land falls under Section 1-07.2(2) of the *Standard Specifications* and Department of Revenue Rule 170. Retail sales tax **is required** on the total contract amount. The Contracting Agency provides this payment to the Contractor to be passed through to the Department of Revenue. This is the tax noted in the summation of contract payments.

The Department of Revenue considers materials incorporated into the final work (such as concrete, signs, aggregates) to be an integral part of the completed improvement. These materials are purchased for "resale". **No tax is required** when purchasing these materials, therefore, no tax is paid as part of force account payments or as part of pricing change order work. The contractor purchases these materials as tax

exempt and, in turn, sells them to the State as a part of the total project and the only tax collected is on the total contract as described previously.

There may be items that the contractor **is required** to pay sales tax on at the point of purchase. The Department of Revenue considers supplies consumed (such as concrete forms, fuel or tools, equipment purchased or rented) during the performance of the contract to be "consumables", a part of the overall cost of doing business. The contractor is required to pay retail sales tax at the point of purchase/rental for these items. These costs are bid as a part of the associated bid items.

When calculating or estimating the cost of force account or change order work, sales tax should be included in the individual invoices for "consumable" items. It's a fine line; for example, permanent striping is considered "resale" (tax exempt), temporary striping is a "consumable" (taxed). The fact that taxes are shown or not shown on invoices is not a reliable indication of what the contractor is obligated to pay. The contractor may receive reimbursement later or be required to pay additional taxes when the contract is complete. The contractor's books are audited by the Department of Revenue upon completion of each project to ensure compliance. The Project Engineer must apply these guidelines as closely as possible. Note that, in some cases, it is possible and necessary to pay a tax on a tax.

CITY, COUNTY, AND FEDERALLY OWNED LAND

Work performed on city, county or federally owned lands falls under Section 1-7.2(1) of the *Standard Specifications* and Department of Revenue rule 171. Retail sales tax **is not required** on the total contract amount.

The Contractor **is required** to pay retail sales tax on all purchases regardless of use ("consumable" or not). For contract work, this expense is incidental and therefore included in the individual contract items as a part of the bid amount.

When calculating or estimating the cost of force account or change order work, sales tax should be included on all invoices. As stated previously, the fact that taxes are shown or not shown on invoices is not a reliable indication of what the contractor is obligated to pay. The contractor may receive reimbursement later or be required to pay additional taxes when the contract is complete. The contractor's books are audited by the Department of Revenue upon completion of each project to ensure compliance.

Exceptions

Construction of the following facilities has been specifically exempted from Department of Revenue rule 171. Work on these facilities falls under Department of Revenue rule 170 even if they are on non state owned land:

- Water mains
- Sanitary sewers, if they are not a part of the road drainage system
- Telephone and telegraph lines

Administration

- Electrical power, if such power does not become a part of a street or road lighting system
- Other conduits or lines

Conclusion

Most of the time, retail sales tax on invoices is required. In turn, we need to reimburse the contractor for the tax (paid or deferred) on force account invoices and include the costs when estimating the value of change order work.

The one exception is “resale” items if the contract falls under Department of Revenue rule 170. “Resale” items under this rule do not require that retail sales tax be paid at the point of purchase.

These rules should be adhered to regardless of whether retail sales tax is shown on the invoice.

Subcontractor Markup

If work is being performed by a subcontractor (or by a service supplier acting in the manner of a subcontractor), then a supplemental markup will be added. This supplement will be added one time for each payment, even if a lower-tier subcontractor is doing the work. The markup is a graduated step down rate, which gets smaller for each force account item as the amount of work increases.

The amounts on which the rate is determined will be tracked separately for each subcontractor on each force account item included in the original contract or added by change order. If two subcontractors work on the same force account, then the accumulated total will be tracked for each, and markup for work done by each will be according to the respective total. If a single subcontractor works on two force accounts, then there will be a running total of work done by that subcontractor on each account and the markup rate for the same sub on different force accounts could be different.

1-2.4D(3) Records and Source Documents

Accurate daily time records should always be kept when performing force account work. Form 422-008, “Daily Report of Force Account Worked”, is provided for the Project Engineer’s use to help facilitate timely, accurate, and complete records of the daily force account activities. Whatever method of record keeping is used, it is recommended that the document be signed by both the Inspector and a representative of the Contractor agreeing on the materials used and the hours noted for labor and equipment. A copy of the daily report must be provided to the Contractor. When the work is performed by a subcontractor, a copy should also be provided to the subcontractor.

The costs for force account work should be determined and entered into the CAPS system in as timely a manner as possible.

All calculations for determining force account costs should be checked, initialed, and dated. After the cost of the work has been computed in the office, a copy of calculations shall be furnished to the Contractor.

1-2.4D(4) Summary

To summarize, the purpose of force account is to fully reimburse the Contractor for costs incurred on the work. The objective of force account administration is to minimize the inclusion of any “contingencies” included in the contract bid in anticipation of costs that may be incurred during force account work and not reimbursed.

Items which are bid or negotiated with a unit price or a lump sum agreement will not be converted to force account unless a change (as defined in Section 1-04.4 of the *Standard Specifications*) has occurred. On the other hand, any work to be done or the remaining portion of work underway on a force account basis may be converted to unit prices or a lump sum at any time the parties can reach an agreement. Such a conversion is highly desirable and should always be a goal of the Project Engineer.

1-2.4E Differing Site Conditions (Changed Conditions)

There are two types of changed conditions. The first (Type I) is a hidden condition that is different from that indicated by the contract (the borings do not show this rock). The second (Type II) is a hidden condition that is not shown differently in the contract, but is unusual and different from what a reasonably prudent contractor would expect (I’ve never seen this before and nobody else has ever seen it, either). In either case, to qualify for renegotiation, the condition must have a “material” affect on the cost of doing work. In other words, there must be a definable difference in the way the work will now be done and that difference must be significant.

The contractual rules included in Section 1-04.7 are related to fair notice and to giving the State an opportunity to examine the condition and, perhaps, order a different approach to the work. If the contractor takes away this opportunity, then there may be grounds for denying compensation for the different approach to the work. In some cases, the changed situation is not recognized until much or all of the work has been done. In that case, the determining factor for notice is the time when the Contractor knew or should have known of the condition. Whenever notice is served, it must be written.

In a perfect world, a changed condition will be recognized, notice will be given and work will be stopped until all the interested parties can reach agreement on how to proceed. In the real world, we are often faced with traffic closures and safety issues. Contractors work on tight schedules with one activity interdependent on others and it is not in the public interest to stop work while a changed condition discussion takes place. As soon as possible, to the extent possible, and in any manner which accomplishes the intent, the Project Engineer is expected to consult with the Region Construction Manager and the State Construction Office to obtain the approval before agreeing that a changed condition exists or before entering negotiations for price adjustments.

The Department response to a contractor’s assertion of changed conditions, whether agreement or denial, must be written. The Project Engineer must keep accurate time and material records whether the response was negative or positive.

1-2.4F Termination of Contract

Contract termination is divided into two major categories, termination for default and termination for public convenience. Section 1-08.10(1) of the *Standard Specifications* defines the situations when a contract may be terminated for default (doesn't happen very often.) Section 1-08.10(2) of the *Standard Specifications* defines the situations when a contract may be terminated for public convenience.

Keep in mind that the conditions of the termination may be negotiated in the event that the termination is in the best interest of both parties. An example would be if a major change is beyond the abilities of the contractor. Negotiations with regard to conditions of the termination may include pricing partially completed items, mobilization payment, or the State taking possession of fabricated/purchased materials.

In both categories, if federal funds are involved, FHWA needs to be notified and informed of the situation early in the process. Specifically, Federal participation eligibility should be discussed prior to making a decision on termination. Formal notification and discussion should use normal channels through the Region to the State Construction Office. Authority to terminate a contract rests with the same position that had authority to execute the contract.

1-2.4G Subletting Portions of the Contract

Requests by the Contractor for subletting are submitted on Form 421-012 (Request to Sublet) and are to be approved by the Regional construction manager or designee. The request must be approved prior to the performance of any work on the project by either the subcontractor or a lower-tier sub. A copy of the Statement of Intent to Pay Prevailing Wages, executed by the subcontractor or lower-tier sub and approved by Washington State L&I, must be provided to the Project Engineer by the Contractor prior to payment for any work performed by that subcontractor or lower-tier sub. In addition, for Federal-aid projects, Form 420-004 (Contractor and Subcontractor or Lower-Tier Subcontractor Certification for Federal-aid Projects), must be submitted with the Request to Sublet.

If a subcontractor wishes to further sublet a portion of its work to a lower-tier firm, the Contractor must submit the name of the lower-tier firm along with the request to sublet the work to the subcontractor. If more than one subcontractor on a project wants to utilize the same firm as a lower-tier subcontractor, separate requests are required. Section 1-08.1 of the *Standard Specifications* sets limitations on the amount of work a lower-tier sub may perform for each subcontractor. Section 1-08.1 of the *Standard Specifications* also sets forth the procedure for subletting portions of the project, and the percentage of the contract which may be sublet. The dollar value to be used for determining the amount of work that must be performed by the Prime Contractor is the total original contract amount less the amount of any specialty items which have been subcontracted. The Project Office will enter data from the request to sublet into the CCIS database. When the Project Office is in a situation where the CCIS database is not utilized during the administration of a project and requires the "hand calculation" of the percentage

of amount sublet, the percentage will be calculated for all items except specialty items, using the amount shown on the Request to Sublet or the bid amount whichever is smaller.

When Condition of Award items are sublet, ensure that the total amount is equal to or greater than the amount in the Condition of Award letter and that the Condition of Award items will be sublet to the proper Condition of Award subcontractor. If a bid item shown on the Condition of Award letter is not sublet to the proper D/M/WBE, then the request cannot be approved until the contract is changed.

1-2.4H Contractors' Shop Plans and Working Drawings

In general, all shop drawings and supplemental details submitted by the Contractor should be checked, in detail, for conformance to all contract requirements before forwarding on for approval or further actions by others. A Change Order is required for any deviation from the contract plans. Any conflicts with the contract plans that have been detected or revisions that may be desired by the Project Engineer should be noted on one copy of the drawings being forwarded to Headquarters for approval. If Change Orders to cover any deviations from the contract plans have been issued, or are being processed, those changes should also be noted.

Figure 1-6 is a list of many of the most common shop plans and drawings, and includes references to the specifications that require them and the section of this manual that covers the procedures for processing them. Use Form 410-025 to transmit all listed bridge and structure plans to the Bridge and Structures Engineer.

The Project Engineer should maintain a log of all shop plans or other drawings received for each contract.

Shop plans for items that conform to the contract plans or a standard plan, except those listed in Figure 1-6, should be checked and approved by the Project Engineer.

1-2.4I Relief of Responsibility for Completed Work and Relief of Responsibility for Damage by Public Traffic

Section 1-07.13(1) specifically designates the Contractor as being solely responsible for the completed work or material until the entire improvement has been completed. All work and material, including change order work, is at the sole risk of the contractor and when damaged must be rebuilt, repaired, or restored. When these damages occur to either the permanent or temporary work, and have occurred prior to the contract Completion Date, the costs for these repairs shall be entirely at the Contractor's expense. However, the specification does provide the contractor exceptions for causes that are generally beyond the contractor's control.

While the Contractor is fully responsible for the work and materials, the section does provide the contractor some options for relief. Relief is broken into 2 categories. The first category being relief of maintenance and protection for portions of works that have been completed. The second category is for relief of damage caused by the public when it is necessary that the public use the facility during

construction. Both options for relief have specific criteria in order to exercise them. While a brief explanation of each option is provided, the Project Engineer should review the entire Section 1-07.13 of the *Standard Specifications* to ensure that the extent of responsibilities are understood and that any relief from responsibility is granted in accordance with those provisions.

Section 1-07.13(2) provides relief to the Contractor from maintaining and protecting specific portions of contract work as they are completed. The Contractor must submit a written request for relief to the Project Engineer. Before granting any relief, the Project Engineer will review the request to ensure that the items of work noted conform to the requirements and limitations outlined in Section 1-07.13(2) of the *Standard Specifications* and have been fully completed in all respects of the contract. The Regional Construction Manager or designee may approve these requests for relief. Relief may be granted for several specific items, for example: "Item 17, Beam Guardrail, Type I; Item 18, Beam Guardrail Anchor Type I; etc." Relief may also be granted for all work except certain items, for example: "All work except Item 38, Electrical." The approval of the Contractor's request must be in writing.

When it is necessary for public traffic to utilize a highway facility during construction, Section 1-07.13(3) of the *Standard Specifications* provides relief of responsibility to the Contractor for damage caused to the permanent work by the public traffic. When the conditions specified in this section are met, the Contractor is automatically relieved of this responsibility. However, this section does not provide relief for damage caused by vandalism or other causes. The Contractor will resume full responsibility for both temporary and permanent work if traffic is relocated to another section of roadway. This responsibility will again continue until contract completion unless the section is reopened to public traffic or the Contractor is granted relief under 1-07.13(2).

The first paragraph of Section 1-07.13(3) refers to damage to "permanent work". This refers to work included in the contract that is being constructed in accordance with the requirements noted in the plans and specifications and is damaged. The intent is to exclude equipment, temporary facilities and temporary materials such as formwork and falsework. Contract features such as "Temporary Traffic Barrier," are included if they have been constructed according to plan and are damaged by public traffic using an approved traffic plan.

1-2.4J Protested Work

Occasions may arise where the contract may not have fully or clearly defined a work activity or financial responsibility. In these cases, the Project Engineer may determine that, in order to avoid delay of other critical work, protect the traveling public, or other critical circumstances, it may be necessary to direct the Contractor to proceed immediately to complete the work. In some instances, this order may be against the Contractor's wishes. While acknowledging the Contractor's verbal protest, the Project Engineer should again direct the contractor to proceed with the work in accordance with Section 1-04.5 of the *Standard Specifications*. The

Contractor should also be advised that, as a separate action, they should follow the guidance in this same section for protest and protest resolution. While these provisions require the Contractor to keep accurate records for completing the protested work, it is not advisable for the Project Engineer to rely on these records to determine what may have taken place when trying to verify costs for protested work many months later. In order to help document the Contractor's work, the form "Report of Protested Work" (DOT Form 422-007) was developed as a tool for the Project Engineer's use.

1-2.4K Metric Designed Projects Administered with English Standard Specifications

Some recent projects, whose plans were developed using Metric dimensions, are being administered utilizing the English version of the Standard Specifications. Any dimensions in the Standard Specifications, Amendments, or Special Provisions that are expressed in English terms are to be converted, utilizing a precise arithmetical "hard" conversion method, to equivalent Metric units, when necessary, to be compared to the contract documents, field conditions or Contractor's equipment or operations.

The Department still has some Metric projects "on the shelf". There are also Metric jobs being developed for other agencies, such as Sound Transit. Since there is no current Metric Standard Specification Book, those jobs will be administered using the English book. Several General Special Provisions will be included to accomplish this. These provisions require that, whenever an English dimension or value in the specifications needs to be compared with a contract plan or provision, a field condition or measurement or with the Contractor's equipment or operation, the necessary conversion will be made utilizing a precise arithmetical "hard" conversion method.

To accomplish the conversion to English specifications, a series of General Special Provisions have been developed to replace those Metric specifications that contain soft conversions. In all cases, the English specifications have been left intact so that, if items must be added through change order, English units may be utilized with the reference to the Standard Specifications without including all the Metric specs in the change order.

The old Metric books contained provisions for "soft" or approximate conversions for a number of elements (bolts, re-steel, etc.). These have been converted to General Special Provisions which will be included with all Metric plan sets. This will allow these exceptions to the "hard" conversion rule noted above. Metric plan sets will have Metric pay units. Change orders on Metric plan set jobs will automatically reference the English specifications and will require English units.

When making payment to the contractor, the project office should measure and pay for the bid item, either Metric or English, indicated as the unit of measure in the contract plan or change order. For example, if the contract calls for "Clearing and Grubbing" to be paid for by the hectare, then the engineer should instruct his crew to measure and pay for

the work performed in metric units. The opposite would apply if a change order was written for the project utilizing the English specifications for clearing and grubbing. In that case, the bid item would be measured and paid for in English units (by the acre).

If a situation arises when a conversion is required from English to Metric for an interpretation, a measurement or a payment, the conversion should be made utilizing a "hard" conversion factor. In the case of a payment, the level of precision of the factor will be such that the resulting payment will not vary from the true calculated value by more than one dollar.

1-2.5 Contract Time

1-2.5A General

The contract duration specified for physically completing the contract is stated in the contract provisions normally under the general special provision "Time For Completion." Although there are exceptions, the guidance in this chapter pertains to contracts in which time is accounted for in terms of working days.

The requirements for progress schedules are specified in Section 1-08.3 of the Standard Specifications. One of three overall progress schedules will be specified in the contract. Two types of overall progress schedules are identified in the Standard Specifications, Type A and Type B. A third type may be inserted in the contract as a General Special Provision specifying a Type C Progress Schedule. The three types of progress schedules represent levels of job complexity. Type A being the simplest and easiest to produce and Type C being the most complex. Application is such that the complexity of the project whether it be timing, coordination or the work itself will be reflected in the complexity of the schedule.

In addition, a preliminary schedule is required on contracts requiring Type B or C Progress Schedules. Preliminary progress schedules show the work to be accomplished within the first 60 working days. As always the contract provisions may contain requirements that add to, or supersede, all or parts of Section 1-08.3 to allow for special circumstances.

There are four basic reasons that we ask for a schedule:

- To better understand the contractor's plan to deliver the project within the time allowed
- To plan our work force and other resource requirements
- To advise the public and executive staff of major milestones
- And to enable us to actively manage impacts to the contract

Progress schedules should have sufficient detail such that the progress of the work can be evaluated accurately at any time during the performance of the contract. The owner is obligated by contract to return the schedule for correction or approve it within 15 calendar days of receipt. Approval requires that the schedule complies not only with Section 1-08.3 but it demonstrates compliance with other contract requirements such as interim completions, staged work, order of work, etc. Periodically as warranted by progress, delays or changes, the Project Engineer should review the schedule for accuracy and progress of work. If it is determined that the current schedule does not provide the required information or is no longer accurate, a supplemental schedule shall be requested from the Contractor.

When work is added to the project or the work method is changed at the request of the contracting agency, the respective cost to update the progress schedule should be included in the change order. Schedule updates driven by the contractor's actions shall be provided to the contracting agency and are considered incidental to other work. Type B and C Progress Schedules are paid as a lump sum. Eighty percent of the lump sum payment is paid upon approval of the initial schedule. The remaining portion is paid when eighty percent of the original work is completed, provided updates have been provided as requested. Weekly look ahead schedules are considered incidental to other items of work in the contract and therefore are not paid for separately.

The Contractor may begin work as soon as the contract is executed and shall prosecute the work diligently until physical completion has been reached.

The Region will be notified by telephone on the day the contract is executed by WSDOT. Because it can take several days for the executed contract to reach the Contractor, the Region should immediately provide the Contractor with verbal notification of the date of execution so that the Contractor may order materials and prepare to mobilize onto the project and begin work. The date the contractor actually begins work on the project is to be noted and entered into CCIS.

Working Drawing Type	Const Manual References	Standard Spec References	Number of Copies	Reviewer Prior to Approval	Approving Authority	Distributor of the Approved Drawings	Distribution (surplus copies stay @ PE)	Notes
Cofferdams and Crib	6-1.5	2-09.3(3)D which refers to Sections 6-01.9 and 6-02.3(16)	6 sets to Bridge 2 sets to PE 4 additional sets to Bridge if RR is involved	Project Engineer & Bridge & Structures Engineer	Bridge & Structures Engineer	Project Engineer	2 sets to Contractor 1 set to Region Const	PE Stamp is Req'd
Precast Concrete Panels	None	6-02.3(28)A	7 sets to Bridge 2 sets to PE 4 additional sets to Bridge if RR is involved	Project Engineer & Bridge & Structures Engineer	Bridge & Structures Engineer	Project Engineer	1 set to State Const. 2 sets to Contractor 1 set to Fabrication Inspector	
Bridge Demolition Plans	None	None. See Special Provisions	4 sets	Project Engineer & Bridge & Structures Engineer	Bridge & Structures Engineer	Project Engineer	2 sets to Contractor 1 set to Region Const	PE Stamp is Req'd.
Falsework Plans	6-1.5	6-02.3(16)	6 sets to Bridge 2 sets to PE 4 additional sets to Bridge if RR is involved	Project Engineer & Bridge & Structures Engineer	Bridge & Structures Engineer	Project Engineer	2 sets to Contractor 1 set to Region Const	PE Stamp is Req'd
Forming Plans	6-1.5	6-02.3(16)	6 sets to Bridge 2 sets to PE 4 additional sets to Bridge if RR is involved	Project Engineer & Bridge & Structures Engineer	Bridge & Structures Engineer	Project Engineer	2 sets to Contractor 1 set to Region Const	PE Stamp is Req'd
Plans for Hydraulic Items	7-2	None	7 sets	Project Engineer & Hydraulic Engineer	Hydraulic Engineer	Project Engineer	2 sets to State Hydraulic Section 2 sets to Contractor	
Roadside Plant/Weed Control Plan	None	8-02.3(2)	4 sets	Project Engineer	Project Engineer	Project Engineer	2 sets to Contractor 1 set to Region Const.	
Shop Plans for Luminaire and Traffic Signal Poles & Metal Bridge Rail	8-20.2B	8-20.2(1)	6 sets	Project Engineer & Bridge & Structures Engineer	Bridge & Structures for light standards and Types II, III, IV, V and SD signal standards. Project Engineer for Types PPB, PS, and I signal standards shown on Standard Plan J-7a.	Project Engineer	2 sets to Contractor 2 sets to Fabrication Inspector	Shop drawings are only required for signal and light standards without pre-approved plans.
Post-Tension Shop Drawings	6-2.8	6.02.3(26)D	7 sets to Bridge 2 sets to PE	Project Engineer & Bridge & Structures Engineer	Bridge & Structures Engineer	Project Engineer	1 set to State Const. 2 sets to Contractor 1 set to Region Const.	
Shaft Installation Plan	6-2.3E	None. See Special Provisions	3 sets to Bridge 1 set to PE	Bridge & Structures Engineer, & Geotech. Engr. & State Bridge Const. Engr.	Bridge & Structures Engineer	Project Engineer		

Shop Plans & Working Drawings
Figure 1-6
(page 1 of 2)

Working Drawing Type	Const Manual References	Standard Spec References	Number of Copies	Reviewer Prior to Approval	Approving Authority	Distributor of the Approved Drawings	Distribution (surplus copies stay @ PE)	Notes
Shop Detail Plans of Prestressed Concrete Girders, Prestressed & Precast Conc Piles,	6-2.7A	6-02.3(16)B and 6-02.3(25)A None for Piling	5 sets	Project Engineer & Bridge & Structures Engineer	PE can approve standard series I girders and concrete piling on standard plans E-4 & E-4a - all other prestressed concrete products and precast piles to Bridge & Structures for approval	Project Engineer	1 set to Contractor 2 sets to Fabrication Inspector	
Girder Erection Plans	None	6-02.3(16) and 6-02.3(25)N 6-03.3(7)A	6 sets to Bridge 2 sets to PE 4 additional sets to Bridge if RR is involved.	Project Engineer & Bridge & Structures Engineer	Bridge & Structures Engineer	Project Engineer	2 sets to Contractor 1 set to Region Const	PE Stamp is Req'd
Shop Plans for Sign Structures	8-21.3	8-21.3(9)A which refers to Section 6-03.	6 sets	Project Engineer & Bridge & Structures Engineer	Project Engineer for Standard Plans G2 through G9a Bridge & Structures for special design sign structures or sign fittings	Project Engineer	2 sets to Contractor 2 sets to Fabrication Inspector	
Shop Plans for Standard Plan Items	1-2.4I	None	6 sets	Project Engineer	Project Engineer	Project Engineer	2 sets to Contractor 1 set to Fabrication Inspector	
Shop Plans for Structural Steel for Bridges	6-3.1	6-03.3(7)	8 sets to Bridge 2 sets to PE 4 additional sets to Bridge if RR is involved.	Project Engineer & Bridge & Structures Engineer	Bridge & Structures Engineer	Project Engineer	1 set to Region Const. 2 sets to State Mat's Lab 2 sets to Contractor	
Treated Timber Structures	6-4.1	6-04.3(3)	6 sets	Project Engineer & Bridge & Structures Engineer	Bridge & Structures Engineer	Project Engineer	2 sets to Contractor 1 set to Fabrication Inspector	
Water Distr Conc Cyl Pipe	9-4.67	None	7 sets	Project Engineer & Hydraulic Engineer	Hydraulic Engineer	Project Engineer	2 sets to State Hydraulic Section 2 sets to Contractor	
Welding Reinforcing Steel	6-2.6D	6-02.3(24)E	7 welding procedure	Project Engineer & Bridge & Structures Engineer	Bridge & Structures Engineer	Project Engineer	2 sets to Contractor 2 sets to Fabrication Inspector	
Welding Steel Piling	6-5.6	6-05.3(6) 6-03.3(25)	7 welding procedures	Project Engineer & Bridge & Structures Engineer	Bridge & Structures Engineer	Project Engineer	2 sets to Contractor 2 sets to Fabrication Inspector	
Welding Structural Steel	6-3.6C	6-03.3(25)	8 sets to Bridge 2 sets to PE 4 additional sets to Bridge if RR is involved.	Project Engineer & Bridge & Structures Engineer	Bridge & Structures Engineer	Project Engineer	1 Set to Region Const. 2 sets to State Mat's Lab 2 sets to Contractor	Welding procedures must be submitted with shop drawings. (Section 6-03.3(25))

Figure 1-6
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Between the execution of the contract and the acceptance by the State Construction Engineer, the Project Engineer will likely encounter time-related issues. These will be documented through Weekly Statements of time charged, Suspensions of Work, Delays to the Work, and Time Extensions.

Contract Completion Milestones

There are four milestones that help identify when the project has been completed or is nearing completion:

- Substantial Completion — When the contract work is completed to the extent that WSDOT has full use and benefit of the facilities, and only minor incidental work remains to physically complete the total contract.
- Physical Completion — When all of the work is physically completed on the project. Not all the documentation required by the contract necessarily needs to be furnished by the Contractor by this date.
- Completion — When all work specified in the contract is completed and all the obligations of the Contractor under the contract are fulfilled. All documentation has been submitted by the Contractor.
- Final Acceptance — When the State Construction Engineer accepts the contract by signature on the Final Contract Voucher Certification.

1-2.5B Working Day Charges

The first working day will be established in accordance with Section 1-08.4 of the *Standard Specifications* or such other date as prescribed by the contract provisions. Section 1-08.4 indicates that time may start at a time different from that specified if “otherwise approved in writing”. Such other approval is intended only for very unusual circumstances, usually associated with mis-handling of contract documents.

It will only be granted in consultation with Headquarters Construction. Time associated with each phase of work established in the contract is to be shown on the Weekly Statement of Working Days. The Project Engineer is to furnish a weekly statement advising the Contractor of the current status of working day charges against the contract. Weekly Statements are generated by the CCIS computer system. This statement is to be issued in accordance with Section 1-08.5 of the *Standard Specifications*. The purpose of this statement is to advise the Contractor about the Project Engineer’s decision for each passing day. The questions to be answered when determining if a day is chargeable are: is it a nonworking day (holiday or a day the contract does not allow critical work to advance)? was it a chargeable working day (critical work progressed uninhibited)? or was it an unworkable day (critical work delayed by weather or conditions caused by the weather)? In evaluating each day, the Project Engineer should take into consideration the following conditions:

1. The effect of inclement weather on critical activities.
2. The effect of conditions caused by inclement weather on critical activities.
3. Critical work restrictions imposed by the contract or the Project Engineer.

If any of the above conditions prevent work or reduce the Contractor’s efficiency on critical activities on the project, working day charges shall be adjusted accordingly. If the Contractor is able to continue work on critical activities but the efficiency is significantly reduced, a half day may be charged. When determining unworkable days the Project Engineer shall take into consideration the prolonged effects of weather events. If the contractor is required to divert resources from working on critical path activities due to the lasting effects of a weather event the Project Engineer may determine a half day, the whole day or several days as unworkable.

If the contract does not specifically define a working day, a working day will be considered a 24 hour period. The contractor establishes the hours of work in the Weekly-Look Ahead Schedule and the start of the day should be by mutual agreement. The contractor shall be charged for one day during the defined 24 hour period regardless of how many shifts are worked.

Section 1-08.5 grants the Contractor the right to protest working day determinations and working day charges determined by the Engineer. In the event the Contractor submits the required written protest within 10 calendar days following the date of the statement, the Project Engineer will analyze the information provided, and respond to the Contractor by either denying the protest or revising the Weekly Statement of Working Days.

The Project Engineer will complete Weekly Statements of Working Days throughout the course of the project, showing workable, nonworking and unworkable days as they occur. These statements will continue to be completed until the project has reached Substantial Completion and the Working Days assigned to the contract have been exhausted. Following are the three possible scenarios:

- The working days are exhausted prior to reaching Substantial Completion. Weekly Statements of Working Days continue until Substantial Completion.
- The working days are exhausted on the day Substantial Completion is achieved. Weekly Statements of Working Days cease upon Substantial Completion.
- The working days are not exhausted upon reaching Substantial Completion. Weekly Statements of Working Days continue until the working days are exhausted or until physical completion.

Upon Substantial Completion the Project Engineer will ensure that the date is entered into CCIS and is noted in the remaining Weekly Statements of Working Days. After Weekly Statements have stopped, comments concerning weather and other events beyond the Contractor’s control should be entered into the project diary. The effect of these conditions on remaining work and on the scheduled completion should also be noted.

If contract time is expressed in calendar days, then Section 1-08.5 becomes difficult to interpret and the contract special provisions will provide guidance for the charging of contract time.

1-2.5C Suspension of Work

When, in the judgment of the Project Engineer, inclement weather, or conditions caused by inclement weather, make it impracticable to achieve satisfactory results on a critical item of work, an order should be issued to suspend the affected portions of the contract work or the entire project. If at all possible, suspensions for weather should be made with the concurrence of the Contractor. If the Contractor does not agree to a weather suspension, the Project Engineer should consult with the Region Construction Manager before issuing a unilateral suspension.

In addition, subject to the agreement of the Contractor and the approval of the Regional construction manager, delays caused by other conditions beyond the control of the Contractor may also warrant an order to suspend work.

During suspensions of long duration, for example a winter shutdown, the publication of Weekly Statements may be suspended. Notices to suspend or resume work should be written. Forms 421-006 and 421-007 have been developed for this purpose. A letter may accomplish the same purpose. If it is determined that some items of noncritical work on the project could be continued unaffected by weather conditions, then those items may be excluded from the order to suspend work. The prime consideration for unworkable days or suspensions is always the ability to work on critical items.

In the event that a suspension of work for weather or for other reasons beyond the control of the contractor is necessary for an extended period of time, the Project Engineer may recommend that the Contractor be relieved of routine maintenance during the period of suspension. Before WSDOT will assume the responsibility for maintenance, the Contractor must have taken all necessary actions to control erosion, pollution, and runoff prior to, and during, the shutdown period. The extent of the project area that will be maintained by WSDOT is the subject for a three party negotiation and agreement among the Project Engineer, the Maintenance Superintendent and the Contractor.

The suspensions described above are related to weather or other causes beyond the control of the Contractor. They apply only to critical work items and, therefore, always result in a determination of an unworkable day. If the Engineer and the Contractor agree to stop working on a noncritical item for one of these causes but to continue critical work, then the agreement should be noted in the records and weekly statements should be issued in the normal fashion.

The contract also gives the Engineer the right to suspend work on any part of the project when the Contractor is not complying with the contract's terms or the orders of the Engineer. This would be a significant action and, except in an emergency situation, should not be undertaken without the full and informed consent of the Region Construction Manager and The State Construction Office. If work is suspended under this contract provision, then weekly statements and the charging of workable days will continue in the normal fashion.

1-2.5D Extension of Time

In general time extensions are appropriate whenever the critical work is delayed due to an action or inaction of the contracting agency, or by a cause that is not the responsibility of the Contractor. Section 1-08.8 of the Standard Specifications includes a list of reasons that entitle the Contractor to a time extension, and a list of reasons for which no time extension will be granted. In all cases, the change or delay must delay critical work or an extension is not appropriate.

The contract requires the Contractor to identify a delay within 10 working days. If a delay is readily identifiable, the Project Engineer should enforce this provision. If the delay is not immediately apparent the time extension discussion should take place as soon as the delay is recognized. Before discussing a potential delay for which adequate notice was not given, the Project Engineer should discuss the situation with the Region Construction Manager to seek guidance. The Contractor should be encouraged to identify delays and bring them to the State's attention at the earliest opportunity. This allows the contracting agency to mitigate the delay by adding time, modifying the work or recovering the schedule. In the interest of actively managing a delay the project engineer may act unilaterally to address time if the contractor avoids the discussion.

If possible, all time associated with work added by change order should be addressed as part of the change order. If you are unable to come to agreement on the number of working days to add, the Region Construction Manager should be consulted concerning the need to unilaterally add time to the contract. Deferring the discussion of time in a change order to a later date should be a last resort. If the contractor is not granted time for an item, they are required to complete the contract in the number of working days that remain. This may require that the contractor to accelerate their efforts, by adding additional crews, equipment or working longer hours or extra days. If these actions are taken as a result of the contracting agency not granting time extensions when the contractor is entitled to them, the cost for these items would be paid by the contracting agency. If you do choose to defer the time discussion to later, set a time frame during in which the decision will be made.

The State has a responsibility to inform the Contractor's surety whenever increased time is being considered and the current extension, combined with previous extensions, would exceed 20% of the original allotted time in the contract. This information could be represented by the Surety's signature on the change order that adds time, by a separate letter from the Surety, or by a notice letter direct to the Surety office. Such notice and surety consent is a legal requirement and will help maintain the State's rights to be protected by the performance bond.

Section 1-08.6 of the Standard Specifications provides under what circumstances the Contractor may be entitled to compensation. Anytime that a project is delayed for any cause, the Project Engineer and the Contractor should consider methods of mitigating the delay damage. A common approach is to pursue schedule recovery by allocating additional resources to the work to get the project back

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on schedule. When the Project Engineer suspects that the State may be responsible for the delay, then compensation for the mitigation efforts may be proposed.

Any time extension will be documented either in a change order with approval levels defined in Section 1-2.4C of this Manual or in a letter to the Contractor from the State Construction Office.

1-2.5E Substantial Completion

Substantial Completion may be granted when only minor, incidental items of work, replacement of temporary facilities or correction remain in order to physically complete the contract. In determining Substantial Completion, the Project Engineer should consider whether or not:

- The public has full use and benefit of the facility.
- Major safety features are installed and functional, including guardrail, striping, and delineation.
- Illumination, if required, is installed or a temporary system with equal functional capabilities is operating.
- Signals, if required, are installed or a temporary system with equal functional capabilities is operating.
- The need for temporary traffic control on a regular basis has ceased. Only minor traffic restrictions will be needed for the remaining work.
- The traffic is operating in its permanent configuration.

The Project Engineer is responsible for determining the Substantial Completion date. When this has been done, the Contractor will be notified by letter, specifically noting the date on which Substantial Completion was achieved.

1-2.5F Date of Physical Completion

The date on which the Project Engineer determines that all physical work has been completed is noted and then established as the date of Physical Completion. The Project Engineer will immediately notify the Contractor by letter of the date determined for Physical Completion. Copies of the letter will be sent to:

- The State Program Management Office.
- The Railroad companies, if applicable.
- The State Accounting Services Office.
- The Regional Local Programs Engineer on all city and county projects.
- The State Roadway Data Office, MS 47380.
- Any other distribution that the Region deems appropriate.

Actions the Project Engineer should consider taking once Physical Completion has occurred include:

- Initiate a discussion of contract time.
- Identify any unresolved disputes and initiate discussions.

- Initiate a full review of item quantities, seeking contractor concurrence.
- Initiate a final review of materials documentation.
- On Federal-aid projects, initiate a Stewardship Final Inspection and Acceptance.

1-2.5G Liquidated Damages

Liquidated Damages must be resolved before the final estimate can be completed and processed. Guidance for assessing Liquidated Damages can be found in Section 1-08 of the *Standard Specifications*, and in some cases, in the contract provisions.

Any withholding or assessment made against the Contractor's payments, is to be preceded by a fair notice written communication to the contractor. For those issues that could be remedied with actions taken or initiated by the Contractor, this notice should also include a reasonable period of time that will allow the contractor to take action to mitigate or completely avoid the withholding or assessment.

The term "withhold" refers to a temporary deduction shown on a progress estimate. The term "assess" refers to a permanent deduction that could be shown on a progress estimate, but will be shown on the final estimate. Liquidated damages fall into two categories — one deals with contract time and the other deals with miscellaneous provisions such as ramp or lane closures. These two categories are described below.

1-2.5G(1) Contract Time Liquidated Damages

Section 1-08.9 of the *Standard Specifications* (and, at times, the contract provisions) establishes the amount of Liquidated Damages to be assessed the Contractor for overruns in contract time. These assessments are either: (1) the formula calculated liquidated damages, or the liquidated damages prescribed by the contract provisions; or (2) the direct engineering and related costs. All temporary withholding or final assessment of these Liquidated Damages are to be shown as a below the line "Liquidated Damages" deduction on progress estimates and the final estimate.

The State Construction Engineer has not subdelegated to the Region the authority to assess time related damages on progress estimates or the final estimate. However, the authority to withhold below the line "Liquidated Damages" on progress estimates has been subdelegated to the Regions, and may be further subdelegated to the Project Engineer. See Section 1-3.1B(5) of this manual. Liquidated Damages should be addressed whenever it is apparent that the number of working days provided in the contract will be used before Substantial Completion. It is emphasized once again that fair notice and communication is necessary as a legal requirement.

In some cases, there are legitimate reasons for time extensions which would preclude withholding liquidated damages on progress estimates. If the Project Engineer is aware of or anticipates a possible time extension that would preclude withholding liquidated damages on progress estimates, the Region and/or the State Construction Office

should be consulted for guidance. If the Project Engineer determines that withholding of liquidated damages on progress estimates would not be appropriate, the reasons for not withholding are to be documented by a memorandum to the files. The following describes the procedures for addressing contract time related liquidated damages in the various stages or phases of the project:

- Phases (Interim Physical Completion Dates). Liquidated damages for phases will be shown in the special provisions. When the contract includes additional phases, and the time for physical completion of a phase has overrun, the overrun should be resolved as it occurs. This involves the Contractor either being granted an extension of time or being assessed liquidated damages by the State Construction Office.
- After Substantial Completion Date of the Contract. If substantial completion is granted after the expiration of contract time the formula for liquidated damages in Section 1-08.9 of the *Standard Specifications* will be assessed for that period of time between the expiration of contract time and the substantial completion date. Liquidated damages assessed after the date of substantial completion will be only those costs identified as Direct Engineering and related costs that have been incurred by WSDOT. The direct engineering and related costs are defined as field engineering and inspection time charges plus any vehicle, travel pay, per diem, or other charges connected with the delayed contract physical completion. Engineering costs such as computing grades, quantities, etc. which would have been incurred by WSDOT under normal conditions should not be included in the determination of direct engineering and related costs. If substantial completion is granted on or prior to the expiration of contract time, direct engineering costs will only be assessed for that period of time between the date contract time expired and the physical completion date.
- Before Physical Completion. If Substantial Completion has not been established, the formula for Liquidated Damages in accordance with Section 1-08.9 of the *Standard Specifications*, will be assessed for that period of time between the expiration of contract time and the Physical Completion date.

Working days added to the contract by time extensions when time has overrun shall only apply to the days on which Liquidated Damages or Direct Engineering have been charged, such as:

- If Substantial Completion has been granted prior to all of the authorized working days being used, then the number of days in the time extension will eliminate an equal number of days on which Direct Engineering charges have accrued.
- If the Substantial completion date is established after all of the authorized working days have been used, then the number of days in the time extension will eliminate an equal number of days on which Liquidated Damages or Direct Engineering charges have accrued.

1-2.5G(2) *Miscellaneous Liquidated Damages*

The contract provisions may provide for assessment of other liquidated damages, such as failure to open traffic lanes within the prescribed time or failure to open ramps within the prescribed time. Any temporary withholding or final assessment of these liquidated damages shall be shown as a below the line "miscellaneous" deduction on progress estimates and the final estimates. The State Construction Office has subdelegated the authority to the Regions to withhold and assess these types of liquidated damages on progress estimates and the final estimate. The Project Engineer shall notify the Contractor in writing when these types of liquidated damages are to be assessed.

1-2.5H *Completion Date*

Immediately after the Physical Completion date has been established, the Project Engineer is to notify the Contractor of all outstanding documents that are required in order to establish a project Completion Date. Once all the obligations of the contract have been performed by the Contractor, the Project Engineer will provide the Contractor written notice of project completion, identifying the Completion Date established for the contract.

In order for the project Completion Date to be established, all the physical work on the project must be completed, and the Contractor must have furnished all documentation required by the contract, contract provisions, and the *Standard Specifications*. This includes the signed Final Contract Voucher Certification. (Note: Establish the Completion Date as soon as the last item of paper work is received. The final estimate does not have to be processed in order to establish the Completion Date.) The notice to the Contractor should be prepared and mailed on the same day that is designated as the completion date. A copy of the completion letter must be faxed to the contract payments section of the State Accounting Services Office, (fax number (360)705-6804) on the day the letter is written.

If the Contractor refuses, or is unable to return, a signed FCVC or any of the required documents, the Project Engineer, the Region and the State Construction Office can work together to move the project towards closure by establishing a unilateral completion date allowing WSDOT Acceptance of the contract. See Chapter 1-3.1D for Unilateral Acceptance procedures.

1-2.6 *Enforcement of Wage Rate Requirements*

1-2.6A *General Instructions*

Section 1-07.9 of the *Standard Specifications* outlines prevailing wage responsibilities for the Contractor, subcontractors, lower-tier subcontractors, agents or any other persons performing work under the contract. Additionally, contracts financed in whole or in part with federal funds have the *Required Contract Provisions for Federal-aid Construction Contracts* (FHWA-1273) included in the contract documents. These provisions identify additional federal wage requirements.

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Contracts that are financed by either state or federal funds, or both, will include specific Hourly Minimum Wage Rates and Fringe Benefit schedules from either or both the Washington State Department of Labor and Industries (State L&I) and the United States Department of Labor (USDOL). When both state and federal funds are involved and there is a difference between the two prevailing wage determinations, the Contractor, subcontractors, and lower-tier subcontractors must pay a wage of not less than the higher of the two in order to remain in compliance with both prevailing wage laws. Comparisons that are made between state and federal wage rates must include their corresponding fringe benefits as identified in their respective state or federal wage determinations.

1-2.6B Monitoring of State Requirements

The requirements for the Contractor's compliance with State prevailing wages are noted in Section 1-07.9 of the *Standard Specifications*. Specific wage rate determinations for State prevailing wages are noted in the contract itself. Though certified payrolls can be requested regardless of the contract's source of funds, these are a specific requirement for enforcement of federal wage laws only and are not routinely used for monitoring of State prevailing wage issues.

Requirements for State prevailing wages include:

- Section 1-07.9 requires that the Contractor submit a *Statement of Intent to Pay Prevailing Wages* (SI) prepared on the State L&I form and approved by that agency. Statements are required for the Contractor and for each subcontractor, agent and lower-tier subcontractor. The specification requires that no progress payments be released to the Contractor for work completed by the Contractor, or for portions of work completed by subcontractors, agents or lower-tier subcontractors prior to the Project Engineer's receipt of the approved statement for the entity performing the work. State L&I will approve the statements and further certify that the documents meet the requirements of State laws.
- After the project has been accepted by WSDOT, the Contractor, all subcontractors, and all lower-tier subcontractors must submit an *Affidavit of Wages Paid* (AWP) prepared on the State L&I form and approved by that agency. (The form may be submitted earlier by a subcontractor or lower-tier subcontractor should that firm's work be completed prior to acceptance.) It is the Contractor's responsibility to obtain and provide all AWP to the Project Engineer for all subcontractor and lower-tier subcontractors performing work on the project. In the event a subcontractor or lower-tier subcontractor cannot or will not provide a completed AWP form, the Contractor should consult or seek guidance from State L&I. Failure to provide all required AWP for all contractors who worked on the project will result in continued withholding of the prime Contractor's retained percentage.

- A contractor or subcontractor may enter into an agreement with his or her employees to work 10 hours per day without having to pay overtime. This is provided that no employee work more than 4 calendar days a week.
- State L&I has also defined "Contractor" to include some fabricators or manufacturers who produce nonstandard items specifically for use on the public works project. Additionally some companies who may contract with the Contractor, subcontractors, or lower-tier subcontractors for the production and/or delivery of gravel, concrete, asphalt, or similar materials may perform activities that cause employees of these firms to be covered by state prevailing wage laws.

Specific circumstances that may cause employees of these firms to be covered by State prevailing wage laws are described in State L&I publications. These publications are included in the provisions of each contract adjacent to the State Prevailing Wage listings. Where these firms are covered by State prevailing wage laws, an approved *Statement of Intent to Pay Prevailing Wages* and *Affidavit of Wages Paid* must be submitted to the Project Engineer on State L&I forms.

The Project Engineer should monitor the Contractor's efforts in regards to state prevailing wages by:

- Monitoring to ensure an approved Statement of Intent is received prior to releasing any progress payments for work completed by the Contractor, subcontractor or lower-tier subcontractors as well as any fabricator or suppliers of materials whom L&I may also determine as being covered.
- Monitoring to ensure that Affidavits of Wages Paid have been received for the Contractor as well as each subcontractor or lower-tier subcontractor who performed work on the contract. In addition, AWP are also required of each fabricator or supplier who was also covered by state prevailing wages.
- Monitoring by observing concerns of employees of the Contractor, subcontractors, or lower-tier subcontractors. In particular, the Project Engineer should note any employee complaints regarding specific state prevailing wage violations by the employer.

In the event the Project Engineer identifies or receives a complaint from any employee of the Contractor regarding improper application or nonpayment of state prevailing wages, or improper application of overtime pay, the Project Engineer should immediately notify the Contractor requesting prompt corrective action. All issues of noncompliance involving either the Contractor, subcontractor, and any lower-tier subcontractors are to be addressed through the Prime Contractor for resolution.

Once the Contractor has been informed that an apparent violation of state prevailing wages has occurred, it is expected that a satisfactory correction or explanation will be made within a reasonable period of time. If this does not happen, the Project Engineer should inform the Contractor that the matter may be referred to the Washington State Department of Labor and Industries (L&I) for further action. If the failure to act continues, the Project Engineer should refer the issue to the Region Construction Manager.

Except as noted for missing Statements of Intent, routine monthly progress payments made to the Contractor for work completed should not be deferred for enforcement of state prevailing wage laws. The State Construction Office will refer the matter to State L&I for further investigation that may be appropriate. Should State L&I choose to investigate, L&I will establish the amount of any unpaid wages due employees of the contractor. In order to recover these wages for employees, L&I may choose to file a claim against the Contractor's retainage held under the contract. State L&I may also choose to recover unpaid wages by requesting that the Project Engineer withhold funds from monthly progress estimates for work completed by the Contractor.

1-2.6C Enforcement of Federal Prevailing Wage Provisions

In addition to the requirements of Section 1-07.9 of the *Standard Specifications*, all contracts financed with Federal-aid funds include the *Required Contract Provisions for Federal-aid Construction Contracts* (FHWA-1273). These provisions identify federal wage requirements. The federal prevailing wage requirements included in these provisions are also commonly referred to as Davis Bacon and Related Acts (DBRA). It is the responsibility of the Project Engineer to both monitor and enforce these provisions to the degree necessary to ensure full compliance. In order to comply with these requirements, the Contractor must:

- Submit weekly certified payrolls to the Project Engineer for themselves, each subcontractor, and each agent or lower-tier subcontractor. These consist of copies of weekly payrolls along with a signed Statement of Compliance.
- Post wage rate posters.
- Post the wage determinations of the United States Secretary of Labor. These determinations consist of the listing of Federal Wages that are included in the provisions of each contract.
- Allow interviews of employees during working hours by authorized representatives of WSDOT, the Federal Highway Administration, and the U.S. Department of Labor.

The prime Contractor is ultimately responsible for all subcontractor, agent, or lower-tier subcontractor compliance with the requirements for federal prevailing wages.

1-2.6C(1) Federal Prevailing Wage Rates

The Contractor must post the federal wage determination, consisting of the wage listing included in the contract provisions, in a prominent place where it can easily be seen by workers. Standard posters (forms FHWA 1495 and FHWA 1495A) are also to be posted and are available to the Region from the Support Services Supervisor, FHWA, Olympia, Washington. Form FHWA 1495A is printed in Spanish and is to be posted when the project is in an area where there is a possibility that some workers may speak only Spanish.

1-2.6C(2) Certified Payroll Inspection

The "Contract Provisions for Federal-Aid Construction Contracts" (FHWA-1273) require the Contractor, subcontractors, agents or lower-tier subcontractors to submit certified payrolls. These are to be checked by the Project Engineer to ensure the required information has been included and is correct. The Project Engineer should accomplish this by making a complete check of the first payroll submitted on the project by the Contractor, each subcontractor, and each lower-tier subcontractor. Once satisfied that these first payrolls are correctly prepared, subsequent payrolls for that project may be accepted by a random spot checking of approximately 10 percent of the payrolls submitted. If errors are found during any spot-checking of the payrolls, a more complete or thorough check should occur until the Project Engineer has determined that the errors detected have been corrected and monitoring can be returned to a spot checking basis. The *Contract Provisions for Federal-Aid Construction Contracts* (FHWA-1273) identify the required items to be included in certified payrolls. A complete payroll inspection by the Project Engineer should confirm that the following items are present:

- The contract number and contract name noted on the payroll form, together with the payroll number and payroll period. The name of the employer, identifying the Contractor, subcontractor, or lower-tier subcontractor, must be shown.
- A specific minimum wage rate is to be identified for each worker. The *Standard Specifications* require the Contractor to use word descriptions for the labor classifications that are included in the contract provisions identifying federal wage rates, and are to be used on all payrolls. Section 1-07.9 of the *Standard Specifications* permits the Contractor to use an alternative method to identify or correlate the labor descriptions used in order that they may be compared to the contract provisions.
- Each employee's Social Security number and permanent address must appear on the first payroll on which their name appears, or on a separate list attached to the payroll. Changes in address must be reported.
- Payroll deductions must conform to the "Anti-Kickback" Act noted in the *Required Contract Provisions for Federal-aid Construction Contracts* (FHWA-1273). If payroll deductions are questionable, contact the State Construction Office for assistance.

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- Every laborer or mechanic working on the contract must be classified for the proper minimum prevailing wage in accordance with the designated wage determination. If a classification of worker is used that does not appear in the contract special provisions, Section 1 07.9 of the *Standard Specifications* makes it the Contractor's responsibility to contact the U.S. Department of Labor for a determination of the proper wage rate. The *Required Contract Provisions for Federal-aid Construction Contracts* (FHWA-1273) provides a method for resolving this.
- All payrolls must have a statement of compliance signed and in the form prescribed by Section V of the *Required Contract Provisions Federal-aid Construction Contracts* (FHWA-1273).
- The Contractor, subcontractor, or lower-tier subcontractor, in accordance with the requirements of DBRA, must certify all payrolls. This certification contains four elements:
 - That the payroll copy furnished is a true copy;
 - That the payroll is correct and complete;
 - That the wage rates contained therein are not less than those determined by the Secretary of Labor, and that the classification set forth for each laborer or mechanic conforms with the work being performed; and
 - That the appropriate fringe benefits due each employee have been paid in full.

Subcontractors and lower-tier subcontractors are required to submit payrolls through the Prime Contractor to the Project Engineer. Any payrolls which do not comply fully with the requirements outlined above must be corrected by a supplemental payroll.

1-2.6C(3) Employee Interviews

The Project Engineer must conduct periodic employee interviews. The purpose of these spot interviews is to establish, with reasonable certainty, that the provisions for federal prevailing minimum wages are being complied with and that there is no misclassification of workers or disproportionate employment of laborers, helpers, or apprentices. The occupation description must be shown on the form used for the employee interview noted under current duties. The occupation description is noted in the wage listing included in the contract provisions.

Some employees may refuse to reveal their rate of pay. This is acceptable and should be noted in the remarks column. Many employees do not know or may guess at the rate. If possible, a determination of the accuracy of the stated rate should be made, and any uncertainty noted in the remarks column to reduce the need for follow up interviews. If either the stated rate (from the employee) or the record rate (from the certified payroll) is below the minimum rate

(from the contract wage listing), an investigation by the Project Engineer must be conducted. The investigation may be as simple as a follow up interview with the employee or a more in depth investigation may result in a requirement for a supplemental payroll. In any event, the matter must be resolved so that the employee interview report describes what corrective action was taken to ensure that the employee has been paid the minimum prevailing wage rate. This corrective action is to be reported under remarks on the form or by attached memo if more space is needed. All discrepancies found must be resolved.

The frequency and extent of these interviews should be sufficient to ensure a representative sampling has been made for all classes of workers employed on the contract. A minimum sampling should include employees of the Contractor and all major (30 percent or more of the contract dollars) subcontractors. The interviews should be made with such frequency as may be necessary to ensure compliance. Employee Interview Report, Form 424-003, is used to record and report interviews.

1-2.6C(4) Complaints

Any complaints regarding violations of minimum wage rate regulations that are referred to the Project Engineer by employees of the Contractor, subcontractor, or lower-tier subcontractors should be treated as confidential, and should be promptly investigated by the Project Engineer. If there are questions regarding complaints and the application or interpretation of the federal prevailing wage provisions, the Project Engineer should consider referring the issue to the Region Construction Manager or contacting the State Construction Office for further assistance.

1-2.6C(5) Federal Prevailing Wage Violations

In the event the Project Engineer identifies or receives a complaint from any employee of the Contractor regarding improper application or nonpayment of federal prevailing wages, improper application of overtime pay, or any other requirement noted in the *Required Contract Provisions for Federal-aid Construction Contracts* (FHWA-1273), the Project Engineer should immediately notify the Contractor requesting prompt corrective action. All issues of noncompliance involving either the Contractor, subcontractor, and any lower-tier subcontractors are to be addressed through the prime contractor for resolution.

If the Project Engineer determines the Contractor is in violation of the provision noted in the FHWA 1273 or Section 1-07.9 of the *Standard Specifications*, the Contractor should be immediately informed and requested to make the necessary corrective actions. Once the Contractor has been informed that an apparent violation has occurred, it is expected that a satisfactory correction or explanation will be made within a reasonable period of time. If this does not happen, the Project Engineer should withhold an appropriate portion of payment (see 1-3.1B(9)). If the failure to act continues, the Project Engineer should refer the issue to the Region Construction Manager.

1-2.6C(6) Department of Labor Investigation

The U.S. Department of Labor may investigate compliance with the DBRA and the Contract Work Hours and Safety Standard Act (CWHSSA) when conducting any investigations relative to compliance with the Fair Labor Standards Act or any other acts under its enforcement authority. Investigative action taken by the U.S. Department of Labor with respect to DBRA and CWHSSA do not, in any way, change the degree of authority or responsibility of WSDOT for enforcement of these Acts. Any actions taken by the U.S. Department of Labor should be considered as services we may use to assist us in our enforcement activities but, should not be considered to relieve us of our basic responsibility to investigate fully all potential violations and to apply such sanctions as are deemed applicable under our enforcement authority to ensure compliance.

1-2.6C(7) Fraud Notice Poster

Fraud Notice, FHWA 1022, Title 18 USC 1020, must be displayed on all Federal-aid projects during the course of the work. This notice points out the consequences of any impropriety on the part of any contractor or WSDOT employee working on the project.

1-2.7 EEO, D/M/WBE and Training

1-2.7A Overview

Differences between State and Federal laws require a variety of guiding requirements. As a result individual contracts may have different guiding requirements depending on what laws were in place at the time the contract was executed and how the project is funded. The special provisions, *Standard Specifications*, and amendments determine the specific requirements for each project. The *Construction Manual* is one of many resources available for general information on the obligations and policy of WSDOT with regard to external civil rights. Other resources include:

1. Office of Equal Opportunity (OEO): OEO monitors, maintains, and updates WSDOT Equal Employment Opportunity (EEO) policies and commitments to FHWA. As part of that effort they maintain the following documents which are available through the OEO homepage:
 - Equal Employment Opportunity Compliance Program (EEO and On the Job Training)
 - Disadvantaged Business Enterprise Participation Plan (contract goals, if included in a project, will be mandatory)
 - Title VI Plan (nondiscrimination)
2. *Standard Specifications*, as follows, apply to all projects:
 - 1-07.11 Requirements for Nondiscrimination
 - 1-08.1 Subcontract Completion and Return of Retainage Withheld

3. General Special Provisions as may be included in the contract include:

- Minority and Women's Business Enterprise (MWBE) Participation (included in projects financed with only State funds)
- Requirement for Affirmative Action to Ensure Equal Employment Opportunity (included in projects with FHWA participation)
- Disadvantaged Business Enterprise Participation (included in projects with FHWA participation)
- Special Training Provisions (included in projects with FHWA participation and only if the contract is selected for training)
- Indian Preference and Tribal Ordinances (TEROs) (only if the project includes work on the reservation and only if the ordinances exist)

While some requirements and provisions apply to all projects, others apply to projects with State funds only and others yet apply to projects that are partially or fully financed with Federal funding.

1-2.7B EEO (Federally Funded Projects)

WSDOT has committed to FHWA to perform comprehensive construction compliance reviews to ensure that the requirements of Section 1-07.11 have been adhered to. This review is performed by the OEO on a selected number of FHWA funded projects and may take place at any point during the life of the project or after the project has been completed. A contractor that is found in violation of the contractually required affirmative action good faith efforts will be invited to a compliance conference to develop a corrective action plan. Failure to accept and comply with a corrective action plan may result in sanctions. The records that have been maintained at the Contractor's office will be utilized for these reviews. The FHWA also retains the authority to review the Contractor's records for EEO compliance. These reviews do not normally involve the project office other than notification of their occurrence and the resulting findings.

1-2.7B(1) Prompt Return of Retainage to All Subcontractors

As a condition of receiving Federal funding, WSDOT is required to ensure prompt payment to all subcontractors on all contracts regardless of funding. State statutes (Revised Code of Washington, RCW) pertaining to prompt pay require that the contracting agency make prompt payment to the prime contractor and that the prime contractor, in turn, pass these payments on to subcontractors in a timely manner.

Return of the subcontractor's retainage held by the prime contractor is required by the *Standard Specifications*. This is a race neutral effort intended to support and encourage all small businesses. Therefore, in accordance with the contract provisions, the prime contractor is required to release any and all retainage to the subcontractor within a designated time period after subcontract completion. The Project

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Engineer has no role in this process other than to respond to allegations of non-compliance with this contract requirement as with any other. We need to keep in mind that our contract is with the prime contractor and as a result, we are not a party to the prime contractor's subcontract documents. We should avoid becoming involved in prime's relationship with their subcontractors.

In the prime contractor's effort to determine completion of subcontract work, as required by the contract provisions, the Project Engineer may be asked to determine completion of a portion of the work. While we need to work with the Contractor to comply with the requirements of the specification, we should also take specific care to not issue partial punch lists or to place ourselves in a position of "accepting" portions of the work. In some cases we may provide the Contractor relief under certain conditions as described in Section 1-07.13 of the standard specifications, "Contractor's Responsibility for the Work."

1-2.7C EEO (State Funded Projects)

The Contractor is required to comply with the EEO requirements detailed in the *Standard Specifications* Section 1-07.11, Requirements for Nondiscrimination. In general, these requirements include having an EEO officer, developing, maintaining, making known, and utilizing an EEO program. The Project Engineer should be alert for and respond to any indications or accusations of discrimination and if substantiated, take appropriate actions. The Office of Equal Opportunity and your regional OEO staff are available for guidance and assistance in these types of situations.

1-2.7D EEO (Federally Assisted Projects)

The requirements for EEO and nondiscrimination for federally assisted contracts are similar to what's required for State funded projects. However, additional monitoring, reporting, and authority are mandated by Federal laws as noted in the Federal contract requirements known as the "FHWA 1273." The "FHWA 1273" is included in every Federally assisted contract. These requirements are reiterated in the *Standard Specifications* Section 1-07.11, Requirements for Nondiscrimination.

Reporting

- Federal-Aid Highway Construction Contractors Annual EEO Report, Form FHWA - PR1391 — This form is required for all Federally assisted projects provided the prime contract is equal to or greater than \$10,000 and for every associated subcontract equal to or greater than \$10,000. Each contract requires separate reports be filed for the prime contractor and each subcontractor (subject to the above noted criteria.) These forms are due by August 25th each year in which work was performed in the month of July.

The payroll period to be reflected in the report is the last payroll period in July in which work was performed. A contractor who works on more than one Federally assisted contract in July is required to file a separate report for each of those contracts. For multi year projects, a report is required to be submitted each

year work was performed during the month of July throughout the duration of the contract. A responsible official of the company must sign the completed report.

Upon receipt, the Project Engineer will forward this annual report to the Region's EEO Officer by September 17th. The Region EEO staff at the direction of the OEO will compile and report the information noted on the forms. The figures reported must reflect the number of employees, not hours, in each category, with subtotals broken out for women and minorities and grand totals for the category. Tables A through E reflect both apprentices and on the job trainees that were also utilized within each trade. The form must also include the corresponding subtotals in each category, A through E, broken out by both women and ethnicity.

- Summary of Employment Data Report, Form FHWA - PR1392 — The WSDOT Office of Equal Opportunity (OEO) has developed a program for the reporting of WSDOT's EEO accomplishments. This program, Equal Employment Opportunity Contractor Compliance Program, requires WSDOT to submit a summary of employment data to FHWA for each Federal fiscal year. This Summary of Employment Data Report, PR1392, is prepared from forms PR-1391 (monthly report) that have been submitted to the Region by the Project Engineer's offices. This summary is prepared by the Region EEO lead or other Region designee for each Federally assisted project. This reporting also includes Local Agency projects administered through the Region's Highways and Local Programs offices. The completed PR-1392 summary reports, including all forms PR 1391, are then submitted by the Region EEO lead to the WSDOT Office of Equal Opportunity by September 24th each year.
- Monthly Employment Utilization Reports, WSDOT Form - 820-010 — This form, or approved substitute, is required for all federally assisted projects if the prime contract is equal to or greater than \$10,000 and for every associated subcontract equal to or greater than \$10,000. This report includes the total work hours for each employee classification as well as the total number of employees, broken out by ethnicity, in each trade, for each WSDOT project. Instructions for completing the form can be found on the back of the form itself. These monthly reports are to be maintained by the Contractor in the respective prime or subcontractor's records.

Where the prime's contract is valued at \$100,000 or more, the Contractor shall submit copies of the prime's completed WSDOT Form 820-010, or approved substitute, to the Project Engineer. The prime contractor shall also collect and submit these forms monthly from every subcontractor who holds a subcontract with a value of \$100,000 or more. These reports are to be submitted to the Project Engineer by the 5th of each month. The project office has a responsibility to make sure these forms are submitted in accordance with the contract requirements. Upon receipt, the Project Engineer will forward the report to the Region EEO staff. The region EEO staff, at the direction of the OEO, will compile, report, and take any action necessary with

regard to the information provided by these forms. As a result it is not necessary that copies of these reports be maintained in the project files.

The information required by WSDOT Form 820-010 may be accepted in an alternate format provided that format contains all of the data required by and is completed in accordance with the instructions for WSDOT Form 820-010. The Region EEO staff should be consulted regarding the acceptability of any alternate format proposed by the Contractor.

Records Retention and Reviews

The Contractor is required to maintain all project records, including the aforementioned EEO records, for three years following completion of the contract.

1-2.7E Minority and Women Owned Business Enterprise (MBE, WBE)

MBE, WBE is the designation for holding State certification as a minority or women owned business enterprise. The State Office of Minority and Women's Owned Business Enterprises (OMWBE) certifies businesses as either a minority owned business (MBE), a women owned business (WBE), or a combination of both (M/WBE). On projects funded in whole or in part with State funds, the contract provisions will include a MBE, WBE special provision. This provision may specify voluntary goals for the Contractor's utilization of M/WBE. The provision also includes suggested methods for encouraging M/WBE participation. As noted, these requirements are indeed voluntary and there are neither preferences for accomplishment nor sanctions for noncompliance.

MBE/WBE Reporting

- Annual Report of Amounts Paid MBE/WBE Participants (Form 421-023). In accordance with Section 1-08.1 of the *Standard Specifications*, an Annual Report of Amounts Paid MBE/WBE Participants (Form 421-023) is required from the prime Contractor for all projects funded entirely by State funds. When a project contains Federal assistance, the Federal quarterly reporting requirements for DBE utilization override the States requirements, eliminating the need for the State's annual report of amounts paid.

This Annual Report of Amounts Paid MBE/WBE Participants report reflects the State fiscal year, July 1 through June 30, and is to be submitted to the Contracting agency by the 20th of July each year and/or upon physical completion of the contract. The dollar amounts shown in the report are those amounts paid to the MBE/WBE firms during the reporting period. The final report is to show only the dollar amounts paid since July 1st through the Physical Completion date. The Region is responsible for entering this data into CCIS. The Region Documentation/Equal Employment Opportunity (EEO) Officer needs to verify the information has been entered and validate the information. The completed form is maintained as a part of the project records and becomes a part of the temporary final records upon completion.

As an alternative to providing written submittals MBE/WBE participation can be reported through the Contract Management and Tracking System (CMATS) on an ongoing basis. The project office will be contacted via email by the CMATS system when data is entered. The project office will need to review and accept the information prior to it entering the system. If the contractor is unfamiliar with the CMATS they may contact OMWBE at (360) 951-4916 and request information and assistance in getting started. Region Documentation/EEO Officers will need to insure that the CMATS system has designated the appropriate party responsible for review and is accepting the information as new contracts come on line within the Region. The Responsible party is either the Project Engineer or their designee. The Region Documentation/EEO Officers will also need to verify information was received and validate the information. The use of CMATS will be required after January 7, 2008.

1-2.7F Disadvantaged Business Enterprise (DBE)

DBE is the designation for holding Federal certification as a Disadvantaged Business Enterprise. On Federally funded projects there will normally be a DBE requirement of some sort specified by the contract special provisions. This special provision will be one of two types:

1-2.7F(1) GSP Includes No Goal

When *No Goal* is specified, the contractor is encouraged to take actions that promote DBE participation. The goal is intended to draw the bidders attention to the opportunity to subcontract with DBE's. However, these requirements are indeed voluntary and there are neither preferences for accomplishment nor sanctions for non-compliance. They do contribute to the overall goal established by the Department. It is therefore important that the Department capture the work that is being performed. This can be done either through CMATS or through "Quarterly Report of Amounts Credited as DBE Participation" up to January 7, 2008. After that date the information will be required to be submitted through CMATS.

1-2.7F(2) GSP Includes Condition of Award (COA) Goal

When a *Condition of Award Goal* (COA) is specified, the Contractor is required to employ DBE participation to at least the extent identified in the contract special provisions. This is a Condition of Awarding the contractor the contract and a project can not be considered successful unless a good faith effort has been made to deliver on the Condition of Award. These specifications are placed in contracts as a condition of continued Federal Funding for the Department.

- As a *Condition of Award*, the Contractor must commit to and follow through on; subcontracting at least the work and the amount identified by the COA to certified DBE firms or make a good faith effort to do so.

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- Measurement of attainment is not simply the payments made to the DBE. Attainment is measured in accordance with the provisions of the “DBE Participation” section of the contract special provisions.
- Changes to the amounts specified for COA must be made in accordance with the procedures outlined in this section.

1-2.7F(3) Additional Execution Documents

Successful bidders will be required to provide a “Bidders List” to the Department. This list is to include the names and addresses of every firm that submitted a bid or quotation to the Prime, whether or not that bid was used as part of the overall proposal. The Contractor is directed to send this list directly to the WSDOT Office of Equal Opportunity in Olympia and normally the Project Engineer will have no involvement.

1-2.7F(4) DBE Reporting

The contract special provisions require the Contractor to submit to the Project Engineer a “Quarterly Report of Amounts Credited as DBE Participation” for each quarter and upon completion of the project. Again, the measurement is not simply the payments made to the DBE, rather it is in accordance with the “DBE Participation” section of the contract special provisions. This report should contain all DBE’s utilized on the contract not just the COA DBE’s. The information is used to track the Departments attainment of our overall goal and as such it is important to insure that they are received and processed. The Region Documentation/EEO Officers shall track and verify that the affidavits are being received and entered for all applicable contracts. The Region Documentation/EEO Officers shall also compare the affidavits with the Condition of Award requirements.

As an alternative to providing the “Quarterly Report of Amounts Credited as DBE Participation” participation can be reported through the Contract Management and Tracking System (CMATS) on ongoing basis. The project office will be contacted via email by the CMATS system when data is entered, and it will need to be reviewed and accepted prior to it entering the system. If the contractor is unfamiliar with CMATS they may contact OMWBE at (360) 951-4916 and request information and assistance in getting started. Region Documentation/EEO Officers will need to insure that the CMATS system has designated the appropriate party responsible for review and is accepting the information as new contracts come on line within the Region. The Responsible party is either the Project Engineer or their designee. The Region Documentation/EEO Officers will also need to verify that the information has been received and validate the information received. The use of CMATS will be required after January 7, 2008.

Information concerning the Contract Management And Tracking System (CMATS) can be found on the Office of Minority and Women’s Business Enterprises (OMWBE) web site at <http://www.omwbe.wa.gov/>. CMATS has four elements to it, Biz Trak, Biz Web, Biz Net, and Biz Trans. Of these, Biz Trak and Biz Web are the two that will be used to input data, Biz Trak is the actual computer application, Biz Web is an internet-based application that serves as a

data entry facility for contractors. Biz Net is a listing of businesses and will allow contractors to locate businesses for a specific bid and to receive quote solicitation via the Internet. Biz Trans is a server based application that function as a gateway for the data extraction process from existing WSDOT systems.

1-2.7F(5) On Site Reviews

- **Contract Includes Condition of Award Goal** — On site reviews shall be conducted on contracts that include COA goals when the COA subcontractor starts work, during the peak period of the subcontractor’s work, and whenever there is a change in the nature or methods of the work. On site reviews are also required when a COA subcontractor is replaced. On site reviews are conducted on all DBE firms on the contract, not just the DBE firms subcontracted work under the COA. The intent of the overall program and hence the review is to document that the DBE is indeed in control of the work and performing a “*Commercially Useful Function*” (CUF) as described by the specification. The on site review is a “snapshot in time” and should record personal observations, documentation reviews, and personnel interviews as applicable. A copy of the completed on site review form (272-051) should be forwarded to the WSDOT Office of Equal Opportunity. The Condition of Award letter requires that the identified DBE firms perform specific item(s) of work for the estimated dollar amounts included in the proposal. The letter also identifies whether a firm performs as a “subcontractor,” “manufacturer,” or “regular dealer.” DBE compliance issues should be brought to the attention of the Office of Equal Opportunity and the State Construction Office.
- **Contract Includes No Goal** — The state has an obligation to make sure the quarterly reports are accurate. Taking credit for DBE accomplishments in the reports requires that the DBE perform a commercially useful function. At least one on site review should be performed on all DBE firms.

1-2.7F(6) Changes to the Condition of Award (COA)

The Contractor is required to utilize the COA subcontractors, manufacturers, etc., to perform the work as listed in the COA letter. Substitution of another DBE is allowed if:

- A COA DBE firm becomes decertified, or
- The contractor proposes a change to the contract that reduces DBE COA participation, or
- The prime contractor provides documentation that a DBE firm is unwilling or unable to perform the work.

Exceptions to the substitution requirement may be allowed under any of the following circumstances:

- WSDOT deletes the COA firm’s intended work.
- The COA work accomplished under runs the original planed quantity.

- The contractor can show substantial financial loss if a substitution is required.
- The work has progressed to the point where no other work remains to be subcontracted.
- The DBE subcontractor has taken the positive step of graduating from the DBE program.

The State Construction Office must approve any substitution with concurrence from the Office of Equal Opportunity.

1-2.7F(7) Substitution

Substitutions must meet the following requirements:

- The new firm must do an equal dollar value of work on the contract.
- The change order does not increase the dollar amount of the original goal.

1-2.7F(8) Condition of Award (COA) Change Orders

Changes to the contract COA amounts must be made through a change order executed by the Headquarters Construction Office. Approval is granted after consultation with the Office of Equal Opportunity. This approval shall be accomplished ahead of the work being changed under the contract and any related work be accomplished. The amounts shown in the COA change order should be limited to the credit necessary to accomplish the original contract goal amount. The request for approval and the change order as well as the change order package needs to contain the following information:

- An explanation of why the change is necessary.
- Identification of both the deleted work and the added work.
- Revised subtotals for all COA DBE firms. The change order only needs to address each affected DBE firm, not all COA DBE firms.
- Revised total attainment for DBE participation.
- Documentation of a good faith effort to substitute should go in the change order file, (if required, see 1-2.7F(6)).

1-2.7F(9) Consulting with the Office of Equal Opportunity

The Department's DBE program is managed by the External Civil Rights Branch of the Office of Equal Opportunity (OEO) at Headquarters. The Project Engineer must communicate extensively and continuously with that office about any aspect of the DBE activities on the project. Any questions received from the Contractor or subcontractor about DBE provisions or enforcement should be answered only with full knowledge of the opinions and directions of the OEO. The OEO phone number at Headquarters is 360-705-7085.

The Office of Equal Opportunity is also required to approve DBE firms that are manufacturers and regular dealers.

The State Construction Office must execute any change orders that revise the COA commitment. When preparing the change order in CCIS pending CO's menu use option 3, "Condition of Award Items." Include the first three items listed above in the change order document. When submitting the change order to the Contractor for signature, the Project Engineer should also send copies to the affected DBE firms and should advise the Contractor that this has been done.

1-2.7G On-the-Job Training (OJT)

1-2.7G(1) On-the-Job Training Special Provisions — General

The requirements for training are made a part of the contract by the special provision, Special Training Provisions. The amount of training is set by the WSDOT Office of Equal Opportunity based on the opportunities presented by the work and the needs in the geographical area involved. The requirements for trainee, training plan approval, and trainee payment are all specified in the contract special provisions.

1-2.7G(2) OJT Required Reports

The contract provisions allow the Contractor to accomplish training as part of their work activities, or through the activities of their subcontractors or lower-tier subcontractors. However the prime contractor is designated as being solely responsible for the completion of the training requirements as they are outlined in the contract provisions.

- Form DOT 272-049 Training Program — A training program is to be completed by the Contractor. The program must be submitted to the Engineer for approval prior to commencing contract work. The Project Engineer's office may approve Bureau of Apprenticeship Training (BAT) or the State Apprentice Training Committee (SATC) programs provided they meet the requirements specified in the contract provisions. The Region may also approve a non-SATC or BAT program once concurrence has been received from the WSDOT Office of Equal Opportunity (OEO is required to obtain approval from FHWA before concurring.) Regardless, one copy of Region approved Training Programs should always be submitted to the WSDOT Office of Equal Opportunity.
- Form 272-050 Apprentice/Trainee Approval Request — Approval of an individual trainee cannot be authorized until an approved Training Program is filed with the Region. This form is to be submitted by the Contractor for each trainee to be trained on the project. When a BAT/SATC apprentice/trainee is first enrolled, a copy of the apprentice/trainee's certificate showing apprenticeship/training registration must accompany the Trainee Approval Request. Trainees are approved by the Project Engineer's office based on the criteria in the special provisions.
- Form 226-012 EF Trainee Interview Questionnaire — One trainee interview is to be conducted for each craft designated on an approved training program for contracts which have 600 or more training hours or on projects otherwise designated by the Region EEO. The Region EEO shall designate additional contracts

on which trainee interviews are to be completed in conjunction with those that meet the criteria above to insure that trainee interviews are conducted on at least one fourth of all the contracts that have training hours established for any given construction season. The intent of these training interviews is to document that the trainees are working and receiving proper training consistent with their approved programs. DOT form 226-012EF should be used to document these spot checks.

- Form DOT 272-060 Federal-aid Highway Construction Annual Training Report — This report is to be completed annually by the Project Engineer summarizing the training accomplished by the individual trainees during the reporting period beginning January 1 and ending December 31 of the calendar year. This report is due at the Regional EEO Office by December 20th of the same calendar year as the reporting period. The “gap” between the reporting deadline (December 20) and the end of the reporting period (December 31) is not significant enough to adversely affect the data, and should not be a source of concern for the project staff.

1-2.7G(3) Payment for “Training”

At progress estimate cutoff time, the Contractor shall submit a certified invoice requesting payment for training. The invoice must provide the following information for each trainee:

- The related weekly payroll number
- Name of trainee
- Total hours trained under the program
- Previously paid hours under the contract
- Hours due for current estimate
- Dollar amount due for current updated estimate

Retroactive payment may be allowed provided:

- The Training Program is approved
- There are no outstanding issues or circumstances that would have prevented approval of the apprentice/trainee

Increases in training hours are allowable and may be approved on a case by case basis by the Project Engineer in consultation with the Regional EEO Officer.

1-2.8 Control of Work

1-2.8A Authority of the Project Engineer

The Project Engineer is given considerable authority to enforce the provisions of the contract under Section 1-05.1 of the *Standard Specifications*. This authority is tempered by WSDOT’s policies and delegation of authority from the Engineer to the Project Engineer. Accordingly, considerable care and professional judgment must be exercised by the

Project Engineer in order to avoid exceeding the authority as delegated and to avoid decisions or actions that may be contrary to WSDOT policy. Should there be any doubts as to the limits of authority, the Project Engineer should consult the Regional Construction Manager.

Standard Specifications Section 1-07.16(1) *Private/Public Property* restricts the contractor from using Contracting Agency owned or controlled property other than property directly affected by the contract work without the approval of the Engineer. The Engineer has the authority to allow the use of Contracting Agency owned or controlled property within the project limits and any other property specifically listed for use in the contract. The use of any other Contracting Agency owned or controlled property would require a lease agreement as detailed in Chapter 11 of the WSDOT Right of Way Manual, M26-01.

In many cases, the courts have held that where the Project Engineer has exceeded the authority provided in the plans and specifications or the authority delegated by the Engineer, the actions of the Project Engineer are binding upon WSDOT. Because of this, it is important that the Project Engineer make no instructions, verbally or by written memoranda, that are outside the scope of the plans, specifications, contract provisions, or the authority delegated by the Engineer.

In advance of or during the course of the project, in the interest of economy and efficiency, noncritical items of work may be identified for which the Project Engineer may choose to modify the normal inspection or testing procedures. In taking these actions, the Project Engineer is acting under the professional responsibility inherent in all actions as a representative of the Department and a Licensed Professional Engineer. Full accountability of such incidents is expected. The scope of such actions should not exceed \$10,000 for a single bid item, nor exceed \$25,000 for an entire project.

The nature of the work to be accepted in this manner will generally be limited to minor and isolated items. Acceptance would typically involve dimensional conformance to the plans and a visual determination that the materials are suitable, however, the Project Engineer may require some testing or other means to support a decision. In such action, the Project Engineer should be guided by the principle of achieving the intent of the contract, attaining reasonable expectations of service life proportional to cost, and protection of public safety. Typically, changes in acceptance procedures will only be made to work outside of vertical lines through the horizontal limits of the traveled way. Consideration should be given to the consequences of subsequent failure, ease of replacement, whether or not there is a high variability in the quality of similar work, or any other pertinent facts. Actions taken in accepting such materials should be identified in the project records with acknowledgment by signature of the Project Engineer. Materials accepted in accordance with this guidance should be identified in the Project Engineer’s preparation of the Certification of Materials under Chapter 9-1.5 of this manual.

The use of this process is not intended to retroactively justify deficiencies discovered after the completion of work.

1-2.8B Contractor's Equipment, Personnel, and Operations

The Contractor is required to furnish adequate equipment for the intended use. The Contractor's equipment must also be maintained in good working condition. Prior to the start of work, the Project Engineer should ensure, by inspection, that the Contractor's plant, equipment, and tools comply with the specifications.

Whenever the specifications contain specific equipment requirements, the Project Engineer should verify that the equipment provided meets these specifications. This should be documented in project records such as the Inspector's Daily Report. The Contractor is required to furnish, upon request, any manuals, data, or specialized tools necessary to check the equipment.

It is most important that the operation of automatically controlled equipment be checked carefully and that the Contractor be advised immediately whenever the equipment is not performing properly.

The Contractor's supervisory personnel must be experienced, and able to properly execute the work at hand. If, in the Project Engineer's opinion, the Contractor's supervisory personnel are not fully competent, the Project Engineer should immediately notify the Regional Construction Manager of the facts in the matter, seeking assistance and advice.

It is expected that, consistent with WSDOT's policies and delegated authority, the Project Engineer will assist the Contractor in every way possible to accomplish the work under the contract. However, the Project Engineer must not undertake, in any way, to direct the method or manner of performing the work. Contrary to popular legend, this statement is true of force account work as well. Should the Contractor select a method of operation that results in substandard quality of work, non-specification results, a rate of progress insufficient to meet the contract schedule, or that otherwise violates the contract specifications or provisions, the Contractor should be ordered to discontinue that method or make changes in order to comply with the contract requirements. Where cooperation cannot be achieved, the Project Engineer should notify the Regional Construction Manager of the facts in the matter, seeking assistance and advice.

1-2.8C Defective or Unauthorized Materials or Work

Contract Final Acceptance for all work completed on a project is made solely by the Secretary of Transportation acting through the State Construction Engineer. However, the Engineer relies heavily on the actions and professional opinions of others, involved throughout the course of work, in determining acceptability. Because of this, it is expected that the Project Engineer, working with the assistance of the Regional Construction Manager, as well as making full use of the many resources available at both the Regional level and Headquarters, particularly the office of the State Construction Engineer, will ensure that sufficient inspection is conducted in order to determine that the work performed

or the materials utilized to construct the project comply with the requirements included in the contract plans and specifications. When inspections or tests are performed that indicate substandard work or materials, the Project Engineer should immediately notify the Contractor, rejecting the unsatisfactory work or material. When a review of the Contractor's work or materials used indicate questionable acceptability with regard to the specifications, the Contractor should be notified as quickly as possible so that changes in materials or work methods can be made in order to avoid materials or work being rejected.

1-2.8C(1) Defective Materials

The contract plans and specifications for construction of a project require that specific materials and/or work practices be utilized in completing the work. The Project Engineer may reject any materials not conforming to the requirements of the specifications. The rejected materials, whether in place or not, are to be immediately removed from the site of the work unless the following guidelines for acceptance of non-specification materials are followed:

Material Not In Place

1. Nonconforming aggregate materials that are within the defined tolerance limits noted in Chapter 9-5.6 of this manual may be accepted for use on the project in accordance with the guidance in Chapter 9-5.4(B).
2. There may be situations where WSDOT could obtain significant benefit from the use of nonconforming aggregate materials. This requires prior concurrence of the State Construction Engineer and a change order modifying the project specifications.

Except for 1 and 2 above, materials that are known in advance as failing to comply with the Specifications are not to be incorporated into the work.

Material In Place

1. Price adjustments have been developed and are referenced in the contract for acceptance of certain materials whose properties cannot be determined until they are in place. Items this policy applies to include: concrete compressive strength, Portland cement concrete pavement thickness, asphalt concrete gradation, oil content, density, and pavement smoothness.
2. Material incorporated into the work that is subsequently found to be in nonconformance with the specifications and for which price adjustments for acceptance are not included in the contract, must be reviewed to determine acceptability. The determination of acceptability should be made only when, in the Project Engineer's judgment, there is a possible service or benefit to be obtained from its use. If it is determined that no benefit or service is obtained from the material's use, the Project Engineer may direct that the material be immediately removed and replaced at no cost to WSDOT.

The Project Engineer may consult the State Materials Laboratory, the State Bridge and Structures Office, or other design organizations for assistance in determining the usefulness of the nonconforming material. If consulted, these offices will offer technical advice to the extent that

information is available. It is not intended to enter into extensive research to assess material which could be removed and replaced under the contract terms.

If the material is to be accepted for continued use, a determination of possible reduced service and the resulting credit to be assessed by change order, should be completed by the Project Engineer. This determination must meet with the Region Construction Manager's approval for execution of the change order. In addition, prior review and concurrence must be obtained from the State Construction Engineer for the intended application of the material and the Materials Engineer for concurrence with issues of material performance. With this determination for acceptance of non-specification material, discussions should be initiated with the Contractor and a final change order completed.

If it is determined that the specification violation will not compromise the performance of the material and the nature of the violation is considered to be more of a technical infraction of the specification, the material may be accepted with a change order, possibly including a price reduction. If there is sufficient data and if the nature of the material makes analysis feasible, the State Materials Laboratory will determine a pay factor using QC/QA methods similar to those described in the Standard Specifications, Section 1 06.2(2). If QC/QA can not be applied, the Project Engineer may determine an adjustment subjectively, using whatever information is available. This assessment or price adjustment may vary from a portion of the material costs up to the total contract unit bid price for the bid item involved. If it is determined that the violation is serious enough that the material can not be accepted for use on the project, the Project Engineer may direct its complete removal and replacement at no cost to WSDOT.

All change orders for acceptance of nonconforming materials are Contractor proposed and WSDOT is under no obligation to accept or approve any of them.

1-2.8C(2) Defective or Unauthorized Work

The following types of activities will be considered unauthorized work and will be completed solely at the risk and expense of the Contractor:

- Work performed contrary to, or regardless of, the instructions of the Project Engineer.
- Work and materials that do not conform to the contract requirements.
- Work done beyond the lines and grades set by the plans or the Engineer.
- Any deviation made from the plans and specifications without written authority of the Project Engineer.

Until all issues of material acceptance and conformity to the contract plans and specifications can be resolved, unauthorized work will not be measured and paid for by WSDOT. The Project Engineer may direct that all unauthorized or defective work be immediately remedied, removed, replaced, or disposed of. In correcting unauthorized or defective work, the Contractor will be responsible to bear all costs in order to comply with the Engineer's order.

For additional guidance, see Section 1-05.7 of the *Standard Specifications*. If the Contractor fails or refuses to carry out the orders of the Engineer or to perform work in accordance with the contract requirements, the Project Engineer should immediately notify the Regional Construction Manager of the facts in the matter, seeking assistance and advice.

1-2.8C(3) Material Acceptance by Manufacturer's Certificate

All material is to be accepted for use on the project based on satisfactory test results that demonstrate compliance with the contract plans and specifications. All work demonstrating compliance is to be completed prior to the material's incorporation into the work. In many cases, this testing has already been completed in advance by the manufacturer. A Manufacturer's Certificate of Compliance is a means to utilize this work in lieu of job testing performed prior to each use of the product. While this provides for a timely use of the material upon arrival to the job site without having delay in waiting for the return of test results, it creates potential difficulties in obtaining and assessing the adequacy of a certificate.

Section 1-06.3 of the *Standard Specifications* describes the procedures for acceptance of materials based upon the Manufacturer's Certificate of Compliance. Division 9 of the *Standard Specifications* describes those materials that may be accepted on the basis of these certificates. Since a certificate is a substitute for prior testing, it is intended that all certificates be furnished to the Project Engineer prior to use or installation of the material.

However, there are some circumstances where the Contractor may request, in writing, the Project Engineer's approval to install materials prior to receipt and submittal of the required certificate. The Project Engineer's approval of this request must be conditioned upon withholding payment for the entire item of work until an acceptable Manufacturer's Certificate of Compliance is received. Examples of materials that *shall not* be approved by the Project Engineer for installation prior to the Contractor's submittal of an acceptable certificate are: materials encased in concrete (i.e., rebar, bridge drains, etc.); materials under succeeding items where the later work cannot be reasonably removed (i.e., culvert under a ramp to be opened to traffic); etc. The Project Engineer's approval or denial shall be in writing to the Contractor, stating the circumstances that determined the decision. If the requirements of this provision are followed, including the written request by the Contractor and the written approval by the Project Engineer, then the remedy for failure to provide the Certificate is the withholding of 100% of the cost of the material and the cost of the work associated with the installation of the material.

At the conclusion of the contract, there may still be some items that are lacking the required certificates. These items must be assessed as to their usefulness for the installation, prior to payment of the Final Estimate and subsequent Materials Certification of the contract. The review of these items may include:

- Comparison with the suitability of other shipments to the project or other current projects.

- If possible, sampling and testing of the items involved or residual material from the particular lot or shipment.
- Independent inspection on site of the completed installation.

If it is determined that the uncertified material is not usable or is inappropriate for the completed work that incorporates the material, the Contractor should be directed to immediately remove the material, replacing it with other certified materials. If the material is found to be usable and is not detrimental to the installation it was incorporated into, it may be left in place but, if the provisions of Section 1-06.3 were followed, with a reduction to no pay. The reduction in pay will be the entire cost of the work (i.e., unit contract price, portion of lump sum, etc.) rather than only the material cost. The Contractor should continue to have the option of removing and replacing the uncertified material in order to regain contract payment for the installation. If the provisions of Section 1-06.3 were not followed, then there can be no withholding beyond the value of the missing work itself (the preparation and submittal of the Certificate.)

1-2.8D Contractor Submittals

Missing submittals is a principal source of delays in closing out the project and processing the final estimate. As the project proceeds toward completion, the Project Engineer and the Contractor should attempt to obtain all submittals as the need arises. These might include such things as materials certificates, certified payrolls, extension of time requests, or any other item or document that might delay processing the final estimate. Attention is needed to assure the receipt of these items from subcontractors as they complete their work.

1-2.8E Statement of Materials and Labor, Form FHWA-47

This report is required for all projects over \$1,000,000 on the NHS, excluding Force Account, Beautification, and Railroad Protective Devices. When this report is required, it is to be prepared in accordance with the requirements and instructions contained on the form and in the "Required Contract Provisions Federal-aid Construction Contracts", Form 1273, the "pink" sheets that are included in every federal-aid project.

When this report is a requirement of the contract, the Project Engineer will obtain it from the Contractor, review the Contractor's work for completeness and reasonableness, complete Section A, and submit it directly to the Office of the FHWA, Attn: Construction Engineer, at MS: 0943. A copy of this report shall be submitted with the Final Estimate to the State Construction Office. If the Contractor's submittal is found to be incomplete or to contain obviously incorrect data, it shall be returned to the Contractor for correction.

It is mandatory that the materials be reported in the units shown, i.e., tons, linear foot, etc. Materials not listed on the report form need not be reported.

1-2.8F Contractor's Performance Reports

The procedures for completing and submitting the Prime Contractor's Performance Report are included with the report, Form 421-010, and the Prime Contractor's Performance Report Manual, M 41-40. The requirement for this report and other direction can also be found in WAC 468-16-150 and WAC 468-16-160.

Should the Contractor's typical performance on a contract become below standard, the Project Engineer should immediately notify the Regional Construction Manager of the facts in the matter, seeking assistance and advice.

1-3 Estimates and Records

1-3.1 Estimates

1-3.1A General

Payment for work performed by the Contractor and for materials on hand must be made in accordance with Section 1-09 of the *Standard Specifications*. To facilitate payments to the Contractor and ensure proper documentation, WSDOT utilizes an automated computer system to record project progress in terms of bid item quantity accomplishment. This is then used to pay the Contractor for actual work performed during each designated pay period or for materials on hand. The automated system that completes this task is called the Contract Administration and Payment System (CAPS). CAPS utilizes an electronic tie between each project office's computer system and the mainframe computer. This system provides access to a large volume of corporate data and facilitates the maintenance of this data by different groups in different locations. Some of these different activities include:

- Contract Initiation — A Headquarters action whereby new contracts are created and stored in a computer file. The information consists of the names of the Contractor and the Project Engineer, project descriptive data, accounting identifier numbers, preliminary estimate, proposal date, bid opening date, award date, execution date, accounting groups and distributions, and an electronic ledger.
- Project Ledger — An updating process by the Project Office which keeps track of work performed on the contract as it is completed.
- Estimate Payments — A Project Office action whereby progress estimates and Regional final estimates are processed directly from the Project Office. The Headquarters Final Estimate process activates the Region Final when all the required paperwork is in place. Supplemental final estimates are processed by Headquarters only. Complete instructions for use of the CAPS computer system are included in the manual titled *Contract Administration and Payment System* (M 13-01).

1-3.1B Progress Estimates

Progress estimates are normally processed on the 5th of the month for odd numbered contracts and on the 20th of the month for even numbered contracts. Where the Project Engineer deems it appropriate, estimates may also be run on other dates.

Estimates may also be run on other dates if the progress estimate or parts of the progress estimate were withheld to encourage compliance with some provision of the contract and the Contractor resolves the issue that caused the withholding. These estimates should be paid immediately upon resolution by the Contractor.

Within the CAPS system, the basis for making any estimate payment is information from the project ledger. Every entry in the ledger is marked by the computer as either paid, deferred, or eligible for payment. Before an estimate can be paid, a Ledger Pre-Estimate Report (RAKD300C-PE) must be produced. In constructing this report, the CAPS system gathers all the ledger entries that are identified as eligible for payment, prints them on the report summarized by item, and shows the total amount completed to date for that item but not yet paid for by progress estimate. The report also shows any deferred entries or exceptions if they exist and includes a signature block for the Project Engineer's approval.

If there are errors or omissions in this report, the ledger must be changed to reflect the correct data. After corrections are made, the Ledger Pre-Estimate Report must be run again in order to get the corrections into the report and made available for payment by progress estimate. Once the Ledger Pre-Estimate Report is correct, an actual estimate can be paid. The report containing the Project Engineer's signature should be retained in the project files.

The estimate process is then accomplished with a few keystrokes in option 2, estimate payments, in the CAPS main menu. At this point, the CAPS system will automatically calculate mobilization, retainage, and the sales tax. The warrant will be produced, signed, and sent to the Contractor along with the Contract Estimate Payment Advice Report and two different sales tax summary reports. Copies of these reports will also be sent to the Project Office. When the Project Office receives their copy of the Contract Estimate Payment Advice Report, the total amount paid for contract items should be checked against the Pre-Estimate Report. This helps to verify that the amount paid was what the Project Engineer intended to pay. In addition, the ledger records that produced the estimate will now be marked by the CAPS system as being paid.

Up to the point of actually producing the warrant, the entire process for making a progress estimate payment is initiated and controlled by the Project Office.

Particular attention should be given to the comparison of the plan quantities and the estimate quantities for the various groups on the project as shown on the Ledger Pre-Estimate Report. Overpayments on intermediate progress estimates are sometimes difficult to resolve with the Contractor at the conclusion of the project.

New groups which do not change the termini of the original contract or changes in groups should be accomplished by memorandum from the Region to the State Accounting Services Office.

An additional estimate may be prepared if considerable work has been done between the date of the last progress estimate and the date of physical completion when the Engineer anticipates delays in preparing the final estimate. Should this circumstance occur, the additional estimate should show the work done to date no later than the day before the date of physical completion.

1-3.1B(1) Payment for Material on Hand

Payment for material on hand (MOH) may be considered for materials intended to be incorporated into the permanent work. The requirements for payment of MOH are noted in Section 1-09.8 of the *Standard Specifications*. Payments for MOH are made under the 900 series of item numbers as ledger entries and need to be backed out as items are utilized such that 900 series entries are zeroed at close out of the contract. Therefore logically payment for MOH shall not exceed the value of the corresponding bid item. It is the responsibility of the project engineer to devise procedures that assure this is done correctly.

Payments may be made provided the contractor submits documentation verifying the amounts requested, the materials meet the requirements of the contract and the materials are delivered to a specified storage site or stored at the suppliers/fabricators as approved by the project engineer. Materials shall be segregated, identified and reserved for use on a specific contract or project. Payments commensurate with the percentage of completion may be paid for partially fabricated items.

All materials paid for as MOH must be readily available for inspection by the owner. Steel materials must be available for inspection but this availability need not be immediate. Reasonable notice should be given to allow the contractor to locate and make the material available for inspection. The project engineer may accept a higher level of risk that steel material may not be reserved for our use. The contractor's obligation to perform the work and the surety's guarantee of this obligation serve to offset the risk that reserved materials are diverted to other projects.

When materials paid for as MOH are stored in areas outside the general area the region shall make arrangements for inspection as deemed necessary prior to making payment. The region may utilize other regions or the State Materials Laboratory in doing so.

When contracts are estimated to cost more than \$2 million and require more than 120 working days to complete, a General Special Provision (GSP) will be included in the contract provisions, requiring documentation from the contractor as the basis for MOH payments and deductions. When this GSP is included in the contract provisions, the following procedure is used to determine how much of the MOH payment should be deducted from an estimate:

- Each month, no later than the estimate due date, the contractor will submit a document and the necessary backup to the Project Engineer that clearly states:
 - The dollar amount previously paid for MOH,
 - The dollar amount of the previously paid MOH incorporated into the various work items during the month, and
 - The dollar amount that should continue to be retained in MOH items.

If work is performed on the items and the contractor does not submit a document, all previous associated MOH payments may be deducted on the next progress estimate.

1-3.1B(2) Payment for Falsework

On those projects which include a lump sum item for bridge superstructure, payment may be made on request by the Contractor for falsework as a prorated percentage of the lump sum item as the work is accomplished. The Project Engineer may require the Contractor to furnish a breakdown of the costs to substantiate falsework costs. For any given payment request, the Contractor may be required to furnish invoices for materials used and substantiation for equipment and labor costs.

1-3.1B(3) Payment for Shoring or Extra Excavation

When Shoring or Extra Excavation Class A is included as a bid item, payment must be made as the work under the bid item is accomplished, the same as for any other lump sum bid item. When Shoring or Extra Excavation Class B is included as a bid item, measurement and payment shall be made in accordance with Sections 2-09.4 and 2-09.5 of the Standard Specifications. RCW 39.04 provides that the costs of trench safety systems shall not be considered as incidental to any other contract item, and any attempt to include the trench safety systems as an incidental cost is prohibited. Accordingly, when no bid item is provided for either Shoring or Extra Excavation Class A or Shoring or Extra Excavation Class B and the Engineer deems that work to be necessary, payment will be made in accordance with Section 1-04.4 of the *Standard Specifications*.

1-3.1B(4) Payment for Surplus Processed Material

When excess aggregate is produced by the Contractor from a WSDOT furnished source, the Contractor will be reimbursed actual production costs if the excess materials meet the requirements of Section 1-09.10 of the *Standard Specifications*. If more than one type of aggregate is involved, the provisions of Section 1-09.10 apply to each type.

If WSDOT has a need for the excess aggregate for either maintenance or future construction contracts, the material may be purchased into the appropriate inventory account. The Project Engineer should contact Region Maintenance and Accounting for guidance. If aggregates are to be disposed of as surplus, the Project Engineer should contact the State Administrative Services Office, Purchasing and Inventory Section, for additional assistance.

1-3.1B(5) Liquidated Damages

Liquidated Damages and Direct Engineering, or other related charges, are to be addressed as described in the contract specifications, Section 1-08.9 of the *Standard Specifications*, and Chapter 1-2.5G of this manual. Direct Engineering charges are a form of Liquidated Damages and must be listed on the monthly progress estimates on the line for Liquidated Damages. Traffic related damages as described in Chapter 1-2.5G(2) of this manual are to be listed under Miscellaneous Deductions. The Project Engineer must evaluate potential Liquidated Damages that have accrued as a result of the expiration of contract time before the damages are withheld from moneys due the Contractor. The work and circumstances that have occurred over the course of the project should be reviewed to determine if there is potential entitlement for granting additional contract time. Liquidated Damages that have accrued should be adjusted for this evaluation. Liquidated Damages deemed chargeable should then be withheld from moneys due the Contractor each monthly progress estimate as Liquidated Damages accrue. While the Project Engineer takes the action to withhold damages as the work progresses, only the State Construction Office may actually assess those damages.

1-3.1B(6) Credits

Dollar amounts may be deducted as a "Below The Line Miscellaneous Deduction" from progress or final estimates when WSDOT is due a credit from the Contractor. Routine credits from the Contractor to WSDOT include, but are not limited to, the following items:

- Engineering labor costs when due to Contractor error or negligence, additional engineering time is required to correct a problem. This includes the costs of any necessary replacement of stakes and marks which are carelessly or willfully destroyed or damaged by the Contractor's operation.
- Lost and/or damaged construction signs furnished to the Contractor by WSDOT. The Contractor should be given the opportunity to return the signs or replace them in kind prior to making the deductions.
- Assessment to WSDOT from a third party that is the result of the Contractor's operations causing damage to a third party, for example, damage to a city fire plug. Actual costs will be deducted from the estimate.
- Other work by WSDOT forces or WSDOT materials when the Contractor cannot or will not repair damages that are the responsibility of the Contractor under the contract.
- Liquidated damages not associated with contract time, i.e., ramp closures, lane closures (see Chapter 1-2.5G).
- As provided for in the specifications, specific costs or credits owed WSDOT for unsuccessful contractor challenged samples and testing.

The authority to withhold and assess routine "Below The Line Miscellaneous Deduction" on progress and final estimates has been delegated to the Regional Construction Manager, and may be further subdelegated to the Project

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Engineer. The Project Engineer must give written documentation to the Contractor describing the deduction and provide sufficient notice of the impending assessment.

Credit items which are specifically provided for by the *Standard Specifications* or contract provisions, such as non-specification density, non-specification materials, etc. may be taken through the contract items established for those purposes. A change order is required for credit items which are not specifically provided for by the contract provisions.

Occasionally a Contractor will send a check directly to a Project Office for payment of money due WSDOT. (The Project Office should not request payment.) Whenever a Project Office or WSDOT employee receives a check or cash directly from a Contractor, it is very important that the guidance found in Directive 13-80, Control of Cash Receipts, be followed.

1-3.1B(7) Railroad Flagging

All dollar amounts actually incurred by the Railroad Company for railroad flagging, under the terms of the typical railroad agreement, will be paid by WSDOT. The Contractor will incur no costs for railroad flagging unless the flagging is for the Contractor's benefit and convenience. In this case, the Project Engineer will deduct this cost on monthly progress estimates as a below the line item in the Contract Administration and Payment System.

1-3.1B(8) Payment for Third Party Damages

Section 1-2.4I of this manual details when WSDOT assumes responsibility and pays for third party damages. The *Risk Management Manual, M 72 01*, provides detailed guidance on procedures, including lines of communication. Payment should be made under the item "Reimbursement for Third Party Damages". This item is only intended to be used for costs that are the responsibility of the contracting agency. If this item was not included in the contract, it may be added by change order using a separate group for each Control Section in which an incident occurs. On some items such as "Repair Impact Attenuator" there has been a conscious decision by the contracting agency during design to assume a risk which is otherwise the contractor's. It would not be appropriate to assume this risk for other items of work by adding a similar pay item through a change order.

The next step is for the Project Engineer to determine if an incident warrants an attempt to recover costs based on cost effectiveness. If so, a memo is necessary to provide notice and information to the risk management office. Basically, they need the information necessary to investigate the incident, find the responsible party, determine the amount of the damages and obtain reimbursement for the State. The risk management office needs the following information:

- Contract Number, Project Description
- Names of Witnesses
- Documentation Related to the Damage
 - Change Order Number
 - Field Notes

- Police Reports
- Work Order Coding
- Summary of Repair Costs

1-3.1B(9) Withholding of Payments

Withholding payments for work the Contractor has performed and completed in accordance with the contract should not be done casually. There must be clear contract language supporting the action. The authority to withhold progress payments is subdelegated to the Regions. Further delegation to the Project Engineers is at the discretion of each Region.

There are very few occasions when it would be appropriate to withhold the total amount of a payment for completed work. If a minor amount of cleanup remains, if a portion of the associated paperwork has not been submitted, or if minor corrective measures are needed, then the correct action is to pay for the work and defer an amount commensurate with the needed remaining effort.

The concept of "allowing the Contractor to proceed at his own risk" and then withholding payment is not often supported by the contract. There is a contractual obligation to finish the work correctly, there would certainly be a "moral obligation" on the part of the Contractor to live up to the bargain, but there is no contract language that allows such an action. Specific exceptions to this rule are listed below.

Once a decision to withhold any part of the monthly payment has been reached, then it is imperative that the Contractor receive fair notice of this action. The method of this notice can be negotiated with the Contractor and could be a listing at the time of estimate cutoff, a copy of the pre-estimate report or other mechanism. Once notice has been provided, then it is also necessary to allow a reasonable time for corrections to be made.

No Payment for the Work

Standard Specification 1-06.3, "Manufacturer's Certificate of Compliance" is unique in that this is a situation, specified as part of the contract, where the contractor may request permission to assume the risk for no certificate and end up never being paid for the related work.

Progress Payment Deferral

In the following situations, the contract specifies that the contracting agency has the authority to defer the entire progress payment:

- The contracting agency may not make any payments for work performed by a Prime/Subcontractor until the contractor performing the work has submitted a Statement of Intent to Pay Prevailing Wages approved by Labor and Industries (RCW 39.12.040)
- The contractor fails to submit a progress schedule that meets the requirements of the contract (*Standard Specification* 1-08.3)
- Failure to submit the "required reports" by their due dates (*Standard Specification* 1-07.11(10)B)

Wage Administration in General

The administration of wages and payment for the work are separate issues. Holding a force account payment for certified payrolls is not appropriate. Withholding payments on the contract is suggested as a method to achieve compliance under the *Standard Specifications* pertaining to wages (1-07.9(1)). This remedy should not be used without approval of the Headquarters Construction Office. Routine enforcement of wage requirements should be done on their own merits utilizing the sanctions specified as follows:

State Wage Administration

Labor and Industries is the enforcement agency for state prevailing wage administration. The State (WSDOT) is protected under the contract from wage claims by reserving 5 percent of the moneys earned as retained percentage. This 5 percent is made available for unpaid or underpaid wages liens among other claims. Contract payments should not be deferred due to a contractor's failure to pay the State minimum prevailing wage.

Federal Wage Administration

FHWA 1273 specifies that the State Highway Administration (SHA) is in the enforcement role for federal prevailing wage administration. Under Section IV "Payment of Predetermined Minimum Wage" subsection 6., "Withholding," the State Highway Administration (contracting agency) is authorized to withhold an amount deemed necessary to make up any shortfalls in meeting Davis Bacon prevailing wage requirements. It goes on to authorize the deferral of all payments, under certain conditions, until such violations have ceased. This is only for federal wage requirements and the amount "deemed necessary" must be based on the amount of the underpayment.

Application of the *Standard Specifications*

Under 1-05.1 Authority of the Engineer reads in part as follows: "If the Contractor fails to respond promptly to the requirements of the contract or orders from the Engineer:....
2. The Contracting Agency will not be obligated to pay the Contractor, and"

Under Section 1-09.9 Payments reads in part as follows: "Failure to perform any of the obligations under the contract by the Contractor may be decreed by the Contracting Agency to be adequate reason for withholding any payments until compliance is achieved".

Sounds good and we can do so, but withholding of payments owed the contractor must not be done on an arbitrary basis. Other than the previously noted exceptions, money is normally withheld because work/work methods are not in accordance with contract specifications. Also, the amount withheld must have a logical basis. We cannot penalize the contractor by withholding more than the out of compliance work is worth.

Withholding payments should not be used routinely as a tool for forcing compliance on general contract administration requirements. The State is protected against nonperformance by requiring a performance bond. In the event that lack of contract compliance puts the State at substantial risk

monetarily or safety wise, it may be appropriate to inform the contractor of the compliance problem and suspend work under *Standard Specification* 1-05.1 "Authority of the Engineer" until corrections are made.

When withholding money, remember that delaying the contractor's cash flow may damage the contractor's ability to perform work. Before doing so, the State should be able to demonstrate:

- specifically what was not in accordance with the contract and where the requirement is specified in the documents
- that the amount withheld is commensurate with the amount of the unauthorized, uncompleted or defective work
- that the contractor was notified in a timely manner (within 8 days per prompt pay laws) and given a chance to make corrections
- that the State has worked with the contractor to mitigate corrections to non-specification work in order to minimize the cost

The State is required to pay the contractor in a prompt manner within 30 days after receipt of the work or after recognition of entitlement to additional compensation. The Project Engineer must keep an eye on the calendar when scheduling monthly estimate payments.

Regions are not authorized to withhold amounts that are greater than the estimated cost of the missing or incorrect portion of the work. Any such excess withholding must be approved by the Headquarters Construction Office.

1-3.1C Final Estimates — Regions

The final estimate for a project is processed in the same manner as a routine monthly progress estimate. The *Work Done To Date* entry on a final estimate is the physical completion date. When the Region final estimate is completed and is run in CAPS at the Region, it will not generate a warrant for the Contractor. Instead, the Region final estimate will produce several reports: a final Comparison of Quantities; the Contract Estimate Payment Advice; the Contract Estimate Payment Total; and the Sales Tax Summary.

These reports should be carefully checked to verify the accuracy of items, quantities posted, and the costs that have accumulated through various progress estimates during the life of the contract. Where necessary, corrections can be made to the ledger and the Region final estimate rerun as many times as it takes to make it correct before proceeding with the final estimate process.

If the final estimate shows an overpayment has been made to the Contractor, the estimate should still be processed in the same manner as a normal final estimate. If this occurs, the Contract Estimate Payment Totals report will show a minus amount due the Contractor. When the State Accounting Services Office receives the accepted final estimate package, that office will request any reimbursement due from the Contractor. The Project Engineer should not request reimbursement from the Contractor.

Administration

Once the Project Engineer has validated the final estimate amounts, a copy of the Comparison of Quantities Report, the Contract Estimate Payment Advice Report, and the Contract Estimate Payment Totals Report should be forwarded to the Contractor along with the Final Contract Voucher Certification. The Project Engineer might remind the Contractor that the person signing the Final Contract Voucher Certification must be authorized to do so. Authorized signatures are submitted by the contractor at the beginning of each contract.

Once the project has been physically completed, the final estimate package described above should be submitted to the Contractor for signature as soon as is reasonably possible. The final estimate package and request for the Contractor's signature should be transmitted to the Contractor formally. The effort to prepare the final estimate package will vary in nature and magnitude, depending on the project. In some cases, this work will conflict with field work on other projects. It is expected that final estimate preparation will be scheduled and accomplished as soon as possible, but not later than six months after physical completion.

Once the signatures and all necessary documents have been obtained, the final estimate package should be assembled by the Region and submitted to the State Construction Office. If any needed recommendations for assessment of liquidated damages associated with contract time have not already been submitted, this submittal should include them. The State Construction Office must resolve all issues of liquidated damages before the final estimate can be accepted and submitted to the State Accounting Services Office.

1-3.1D Final Estimates — Headquarters

The final estimate package submitted to the State Construction Office consists of the following:

- Project Status Report — The Project Status Report should address contract time and recommendations for liquidated damages related to contract time, amount of railroad flagging used if any, Miscellaneous Deductions identified, etc. In addition, the report should indicate whether or not all Affidavits of Wages Paid have been received for the Contractor, and all subcontractors, agents or lower-tier subcontractors.
- Final Contract Voucher Certification — Form 134-146, original only.
- If an assessment of liquidated damages has been made previously, include a copy of the letter from the State Construction Engineer to the Contractor assessing these.
- If an assessment of miscellaneous damages or liquidated damages resulting from causes other than time, include copies of letters from the Region to the Contractor for assessment of these.
- Contract Estimate Payment Totals — RAKC300F-EA.
- Copy of Form FHWA 47 (NHS Federal-Aid projects over \$1 Million).

The final estimate package is reviewed by the State Construction Office and submitted to the State Construction Engineer for acceptance of the contract. The date on which the State Construction Engineer signs the Final Contract Voucher Certification becomes the final acceptance date for the contract itself. The final estimate package is then submitted to the State Accounting Services Office.

1-3.1D(1) Final Estimate Claim Reservations

Should the Contractor indicate a claim reservation on the Final Contract Voucher Certification, it must be accompanied by all of the requirements of Section 1-09.11(2) of the *Standard Specifications* (provided these have not been met in a previous claim submittal). The Project Engineer must assure that the requirements have been met prior to submitting the final estimate package to the State Construction Office. If the claim package is incomplete, return the voucher to the Contractor with notice of the missing parts.

1-3.1D(2) Unilateral Acceptance of Final Estimates

The Project Engineer cannot establish a completion date for the contract if the Contractor is unwilling or unable to submit one or more of the required documents noted in Section 1-08.5 of *Standard Specifications*. However, the Region can request that the State Construction Engineer accept the contract by signing the Final Contract Voucher Certification (FCVC) in spite of the missing documents.

If the Contractor has not signed the FCVC, the Region can request that the State Construction Engineer accept the contract without the Contractor's signature. The Region is responsible for notifying the Contractor before such a request is made. The State Construction Office will generate the certified letter notice mentioned in the *Standard Specifications*, Section 1-09.9. The date of the State Construction Engineer's signature of the FCVC becomes both the acceptance date and the completion date of the contract, both established unilaterally.

1-3.1E Supplemental Final Estimates

A Supplemental Final Estimate is a payment adjustment made to a contract after the Final Estimate has been processed and the project has been Accepted by the State Construction Engineer. A Supplemental Final Estimate may be necessary to correct an inadvertent over/under payment or where a claim settlement may require additional payment be made to the Contractor. In order to complete a Supplemental Final Estimate, the Project Engineer should complete and assemble the following items, routing them through the Region to the State Construction Office for review and further processing:

1. Assemble the backup information supporting the necessity and substantiating the cost of the changes to be made.
2. Complete any corrections or additional postings necessary in CAPS, including any postings to change order items added to CAPS for the settlement of a claim. (Please note, where additional CAPS postings are necessary after the

Physical Completion date has been established, the “*Work Done To*” date in CAPS must be entered as the Physical Completion date or prior.)

3. Complete a Pre-Estimate report including the Project Engineer’s signature recommending payment.
4. Complete a supplemental Final Contract Voucher Certification form reflecting the changes made and showing the new total “*Final Amount*”.

While postings and corrections to CAPS may continue, once the Completion date has been established for a contract, CAPS will no longer allow the Project Engineer or the Region to process further payments to the Contractor. As a result, payment of the Supplemental Final Estimate will need to be completed for the Project Engineer by the State Accounting Services Office.

After review, the Pre-Estimate report will be signed by the State Construction Engineer authorizing payment to proceed. Once the supplemental payment is completed, the signed and executed Pre-Estimate report will be returned to the Project Engineer where it can be maintained as a part of the project payment files and made a part of the Region Temporary Final Records.

While a new Final Contract Voucher Certification is completed as a part of the Supplemental Final Estimate, the Acceptance date will remain the same as established by the State Construction Engineer’s signature on the original Final Contract Voucher Certification.

1-3.1F Retained Percentage

Retained percentage withholding is based upon RCW 60.28, which provides that:

- A sum not to exceed 5 percent of the money earned by the Contractor on estimates be retained by the Contracting Agency.
- The Contractor may submit a bond for all or any portion of the amount of funds retained by WSDOT.

When a contract is awarded, the State Accounting Services Office or the Region Plans Office sends a package of contract documents to the Contractor.

This package of contract documents also includes the necessary instructions for the Contractor to make application for a bond to replace all or any portion of the retainage. The bond form will be processed by the State Accounting Services Office without involvement from Project Engineer’s Office.

The Contractor, at any time during the life of the contract, may make a request to the Project Engineer for the release of all or any portion of the amount of funds retained. This request does not need consent of surety since the retainage bond form, for this purpose,

requires their consent. The Region must forward this request by transmittal letter to the State Accounting Services Office. The Accounting Office will furnish the appropriate bond form to the Contractor for execution. The Contractor may return the executed bond form directly to the Accounting Office for final approval and signature by WSDOT.

- For projects that include landscaping, the Contractor may request that, 30 days after physical completion of all contract work other than landscaping work, WSDOT release and pay in full the amount of funds retained during the life of the contract for all work except landscaping.

In order to initiate this release of funds, Form 421-009 should be completed by the Contractor and submitted to the Project Engineer. In signing the request, the Project Engineer will confirm that all work, except landscaping work, is in fact physically completed. For any landscaping work that may have been completed, the Project Engineer will designate the amount of landscaping moneys, if any, that have been earned to date by the contractor. In the space designated for remarks the Project Engineer will identify the landscaping or plant establishment work that remains to be completed and its approximate value. Except for landscaping work, the Project Engineer will determine if all Statements of Intent and Affidavit of Wages Paid have been received for the work that has been physically completed. WSDOT will continue to withhold a 5 percent retainage of any moneys earned for landscaping work that may have been completed to date and will continue to retain 5 percent of the moneys that are to be earned for landscaping that is yet to be completed. A bond is not required.

The completed request along with the Project Engineer’s cover memo confirming receipt of Statement of Intent and Affidavit of Wages Paid for the Contractor, subcontractor, and any lower-tier subcontractors who were involved in the completed work, is then forwarded to the State Construction Office for approval. Once approved, the Construction office will submit the request to the State Accounting Services Office for further processing. If no claims against the retainage for unpaid taxes, labor, or materials have been received within the designated 60 day period, the Accounting Office will release the designated retainage to the Contractor.

1-3.2 Final Records for Projects Constructed by Contract

The Project Engineer is responsible for preparing all necessary records in order to document the work performed on the contract. Detailed instructions on the records required and methods of preparing them are covered in Chapter 10 of this manual.

1-3.3 Disputes and Claims

1-3.3A Claims By the Contractor

1-3.3A(1) Disagreement, Dispute, Protest

During the course of a contract, differences of opinion may arise over decisions and plan interpretations that benefit one party at the expense of the other. It is the policy of WSDOT to pursue resolution of these differences at the earliest possible time and to fully recognize all of the contractual rights of the Contractor during the resolution process.

Disagreements, disputes and protests are the responsibility of the Project Engineer until a formal claim is filed in accordance with Section 1-09.11(2). Contact the Headquarters Construction Office for concurrence before taking any issue to a Disputes Review Board. The Project Engineer may employ a variety of techniques and procedures to pursue resolution of these issues. With the high potential for cost impact, it is strongly recommended that all disagreements be identified and tracked.

When a protest occurs during a contract, the Contractor shall pursue resolution through the Project Engineer as outlined in Section 1-04.5 of the *Standard Specifications*. The Specification contains specific requirements which, if not followed, may result in a waiver of the Contractor's claim. The Project Engineer should monitor whether the Contractor is meeting these requirements. If all of the requirements have been met, the Project Engineer shall evaluate the merits of the protest and take whatever appropriate action is needed to resolve the issue. If it appears that the Contractor has failed to meet any of the requirements set forth in 1-04.5, the Project Engineer should advise the State Construction Office and request guidance. Pending such guidance, the Project Engineer may continue to discuss the protest with the Contractor with the qualification that no final evaluation of the protest will be made until permission is received from the State Construction Office.

1-3.3A(2) Claims

If the Contractor has pursued and exhausted all the means provided in Section 1-04.5 to resolve a dispute, the Contractor may file a formal claim. A formal claim, filed in accordance with Section 1-09.11(2), is a much more structured device and demands a high level of conformance with the contract requirements. The objective is to utilize the rights that WSDOT has under the contract to identify the issues, obtain a sufficient level of information from the Contractor and limit the discussion to a defined subject matter. To accomplish this, and to maintain the Department's rights in a situation that may lead to court action and expensive lawsuits, the Project Engineer must insist on rigid conformance with the requirements of the provision. In fact, the first evaluation must not be of the claim's merit, but rather of the claim's structure and content. If the package fails the specification requirements in any way, it should be returned to the Contractor immediately with a written explanation. Conversely, if the package meets the contract requirements, then the Project Engineer must comply with the demands for WSDOT actions that are included in the same specification.

The existence of a formal claim does not diminish the responsibility of the Project Engineer to pursue resolution. The only difference is that Headquarters final approval of a proposed settlement is required. The change order settling a formal claim must include waiver language similar to the following:

"The Contractor, (company name), by the signing of this change order agrees and certifies that:

Upon payment of this change order in the amount of \$ _____, any and all claims set forth in the letter(s) to the Department of Transportation, dated _____ and signed by _____ of (company name) in the approximate amount of \$ _____, have been satisfied in full and the State of Washington is released and discharged from any such claims or extra compensation".

If the settlement is intended to close out all dispute discussions for the contract, use language similar to:

"The Contractor, (company name), by the signing of this change order agrees and certifies that:

Upon payment of this change order in the amount of \$ _____, any and all claims in any manner arising out of, or pertaining to, Contract No. _____, (including but not limited to those certain claims set forth in the letter(s) to the Department of

Transportation, dated _____ and signed by _____ of (company name) in the approximate amount of \$ _____, have been satisfied in full and the State of Washington is released and discharged from any such claims or extra compensation in any manner arising out of Contract No. _____".

1-3.3A(3) Legal Filing

Once the Contractor has submitted a formal claim in acceptable form and the State has either denied the claim or failed to respond in the time allowed, the Contractor is free to seek judicial action by filing a lawsuit or, in some cases, demanding binding arbitration. Note that the Contractor must fully comply with the provisions of Section 1-09.11 before it can seek judicial relief. Once any legal action has been started, the Project Engineer may only continue with settlement efforts if the Attorney General's office has given specific permission to do so. Such permission may be sought through the State Construction Office. Settlements of claims which have resulted in a judicial filing need review and approval by the Attorney General's office and different waiver language similar to the following:

"The Contractor, (company name), by the signing of this change order agrees and certifies that:

Upon payment of this change order in the amount of \$ _____, any and all claims in any manner arising out of, or pertaining to, Contract No. _____, (including but not limited to those certain claims set forth in the complaint filed under Thurston County Cause No. _____ (Contractor's name)

vs. State of Washington), have been satisfied in full and the State of Washington is released and discharged from any such claims or extra compensation in any manner arising out of Contract No. _____”.

1-3.3A(4) Final Contract Voucher Certification

In some cases, of course, the Contractor will not have been so cooperative as to participate in resolution efforts. After a protest has been disallowed, there may have been no formal claim filed and the Project Engineer really doesn't know if there is a continuing problem. The way to resolve this after the project is physically complete is to assemble the final estimate and send it to the Contractor with a Final Contract Voucher Certification (FCVC). The FCVC is the Contractor's last chance to formally file a claim. If there is no exception above the Contractor's signature on the FCVC, there is no claim. The contract will be over as soon as the State Construction Engineer accepts it. If the Contractor does not return the FCVC in a reasonable time, WSDOT may unilaterally set the completion date and process the final estimate without the Contractor's signature. Proposals to unilaterally accept a contract should be discussed with Region managers before any action is initiated.

1-3.3B Claims Against the Contractor — Damage

The Department has a claims office, now known as the Washington State Department of Transportation Risk Management Office (RMO). All receptionist job descriptions, all Region operations manuals, and all telephone training is set up to refer citizens with damage claims related to construction to the RMO and to provide the toll free number (1-800-737-0615). The RMO will react to the call, issuing claims forms, contacting the contractor, and following up on the actions taken.

The Project Engineer's role is to appropriately advise the RMO, if needed. There may be confusion about which contract is involved. Field office knowledge about the incident and the surrounding circumstances may be solicited. The contractor's insurance and the insurance provided by the Contractor for the State may be involved and information about the policy will, most likely, be requested.

If, in spite of the Department process, the claimant contacts the field office directly, the Project Engineer should refer the claimant to the State Risk Management Office (1-800-737-0615).

1-3.3C Claims Against the Contractor — Money

Claims received by the Region for money owed by the Contractor should be referred to the Contractor. A claimant should be advised of the legal right to file a lien against the retained percentage for claims involving labor, equipment, or materials used on the project and be referred to the State Accounting Services Office for obtaining the necessary lien forms.

1-3.3D Claims Against Officials and Employees

The statutes provide that claims may be filed against the State of Washington, State officers and employees, for damages resulting from their conduct and prescribes the manner in which the action must be taken. Whenever this occurs, the state will furnish the legal defense and pay any judgments if the act which caused the alleged damage was within the scope of the person's duties, was in good faith, and without negligence.

1-3.4 Stewardship

Webster defines "steward" as "one who acts as a supervisor or administrator, as of finances and property, for another or others." The designated steward of all federal highway funds is the United States Department of Transportation, acting through the Federal Highway Administration. In Washington State, FHWA is represented by its Washington Division. Washington Division has delegated a portion of its stewardship responsibility (and the corresponding authority) to the Washington State Department of Transportation through the Stewardship Plan, signed on May 17, 2001.

This section describes further agreement between FHWA and WSDOT concerning the details of the part of the stewardship agreement that applies to construction (Section III-F). The subject matter of this sub-agreement is monitoring of construction performed on behalf of WSDOT by independent contractors.

Scope of Construction Monitoring Plan

This plan deals specifically with federally-financed construction performed under contracts with WSDOT and administered through the WSDOT Headquarters Construction Office. It is not intended to be all-encompassing. Contracts for work on Ferries and Ferry facilities are not included. Contracts for work through local agencies are not included. Federally-financed utility agreements are not included. Emergency Relief work performed by contractors and administered by WSDOT Maintenance is not included.

Project Responsibility

FHWA, Washington Division, has delegated to WSDOT (and through the WSDOT delegation of authority to the Headquarters Construction Office) stewardship responsibility and authority for all federally-funded construction except new construction and re-construction on the Interstate system and certain specially-selected areas of high interest. The special selections are made by FHWA and include significant demonstration projects, special funding agreements and projects of very high national interest.

The Construction Office has further delegated the stewardship reporting responsibility for projects with a contract value less than \$3.5 Million to the various WSDOT Regions. The delegation of stewardship authority from Headquarters to the Regions is through the Construction Manual.

Administration

FHWA has also delegated to WSDOT the authority to accept projects on the Interstate system that are not new construction or re-construction. This authority has been further sub-delegated to the Regions for projects with a contract value less than \$3.5 Million.

FHWA Review/Approval Actions & Related Processes

With the pre-approval of specifications and processes and the extensive delegation of stewardship authority, there are relatively few approval actions needed from FHWA during actual construction.

For new construction and re-construction on the Interstate system, FHWA has retained the oversight role of interim, or project, inspections, final inspections and acceptance, and the approval of certain high-value change orders.

The following processes will apply:

For project inspections, the WSDOT Project Engineer and the FHWA Area Engineer shall agree on the timing of such inspections. Typically, project inspections will take place quarterly, however, the Area Engineer may select other frequencies. The Project Engineer will advise the Area Engineer when agreed milestones or completion stages have been accomplished and the Area Engineer will schedule the review and prepare the report. (A similar process will be followed between the Project Engineer and the Headquarters Construction representative for delegated projects when the delegation has been retained at Headquarters. Regions will develop processes for those jobs delegated to them.)

For final inspections and acceptance, the review will be conducted in two parts. The first part will be a field review of the work and will be conducted at about the time of physical completion, when the contractor is still available to make corrections or changes identified during the review. The second part of the process will be the final acceptance review. This will be conducted after WSDOT has accepted the contract and has assembled all cost and materials documents. The second part of the review (acceptance) may be conducted with an exchange of documents and without a physical visit to the site. The Project Engineer will notify the Area Engineer when these times have arrived and the Area Engineer will schedule the reviews and will prepare one final report summarizing both reviews. (A similar process will be followed between the Project Engineer and the Headquarters Construction representative for delegated projects when the delegation has been retained at Headquarters. Regions will develop processes for those jobs delegated to them.)

Change orders on FHWA stewardship projects may be approved by WSDOT unless they alter the termini, character or scope of work of the contract or unless they have a net value of more than \$200,000. Note: Changes that adjust quantities without changing the work may be approved by WSDOT regardless of value. FHWA approval will normally be a written formal response, but may be verbal if the public interest is served by the more timely action. In all cases, the FHWA approval of a change order shall be obtained through the Headquarters Construction Office.

The FHWA Area Engineer may also choose to accompany the WSDOT reviewer during the review of any federal-aid project. Such participation will be random and will be initiated by the Area Engineer. This participation by the FHWA will not change any delegation of oversight responsibility or authority in any way. When the Area Engineer has participated in a review, a copy of the summary report will be provided directly to the Area Engineer.

Stewardship Summary Reports

It is important to note the difference between a steward and a stewardship reviewer/reporter. Stewardship on WSDOT federal-aid projects is provided by a wide cross-section of employees who make stewardship decisions according to the requirements of the Construction Manual and their own delegated responsibilities and authorities. From the field inspector who observes contract work and prepares pay instructions, to the Project Engineer who reviews and approves a monthly progress payment, to the Region Construction Manager who executes a change order, to the Headquarters Construction Engineer who negotiates and approves a claim settlement, all are acting as stewards in their own job descriptions and assignments.

The stewardship reviewer/reporter, on the other hand, is acting as an overseer, observing and collecting information about all of the stewardship activities, evaluating that information, making recommendations concerning the qualification of the covered work for federal funding and preparing reports to summarize the activities. Reviewers may be FHWA Area Engineers, Headquarters Construction Engineers, Region Managers or subordinate Region specialists in documentation or contract administration. For the reports that it prepares, WSDOT may assign any person of the classification of Transportation Engineer 3 or above to this duty. The only restrictions are that the reviewer must not have been involved in the project-level administration and the report must be signed by someone with supervisory authority over the Project Engineer or management responsibility over the contract itself.

- **Types of Reports**

Interim Reports (also known as Project Reports) are intermediate summaries of stewardship activities on an uncompleted project. These will be performed on multi-season jobs at least annually. Interim reports may be submitted at a greater frequency or for a special purpose at any time, at the discretion of the stewardship reviewer. Interim reports may be submitted on single-season projects for special purposes, again at the discretion of the reviewer.

Final Inspection/Acceptance Reports are single close-out reports that summarize the results of reviews conducted in two parts at the completion of all projects. The first part is a review of the field work conducted at a time when the contractor is still available to perform additional work or corrective work. The second part is after acceptance, when the final cost figures are known and the materials certification is available. For FHWA-retained projects, the final inspection and acceptance will be conducted by the FHWA Area Engineer. For delegated projects with a greater value than \$3.5

Million, the final inspection and acceptance will be conducted by a representative of the Headquarters Construction Office. For projects further delegated to a Region, the final inspection and acceptance will be conducted by a Region representative. The final acceptance portion of the final review may be done without a site visit, working from documents and computer data only.

- **Timing of Reports**

Interim reports will be performed at times that are appropriate for the nature and progress of the work and the seasonality of the project. These times will be determined through the judgment of the reviewer. The objective for all reviewers will be to prepare and submit interim reports within 30 calendar days after the field review.

Final inspections will be conducted around the time of physical completion, while the contractor is still mobilized and able to perform corrective or added tasks. The Project Engineer is in the best position to identify this time and shall advise the reviewer that a final inspection is needed. Final acceptance reviews will be conducted after the State Construction Engineer's final acceptance of the contract itself and after receipt of the Region's Materials Certification. The objective for all reviewers will be to prepare and submit the final inspection/acceptance report within 60 calendar days after project final acceptance.

Copies of reports prepared by FHWA will be sent to the Headquarters Construction Office. Copies of reports prepared by any WSDOT reviewer will be collected by the Headquarters Construction Office and forwarded to FHWA.

- **Content of Reports**

Note: As a significant part of any review, the reviewer must visit the jobsite and confirm that a project of approximately the nature and magnitude of that shown on the plans actually does exist.

Job Description A description of the major elements of the work. Include a narrative about the job. Include the contractor's name, the award date and the amount of the bid.

Time and Damages On an interim report, discuss the present status of time and its relationship to the completion status. If behind, describe what is being done to catch up. Describe any suspensions or time extensions. On a final report, discuss the final time result. If overrun, discuss liquidated damages. Subjectively, comment on the amount of time set up.

Change Orders Confirm that each change was approved according to the checklist before the work started. Evaluate the preparation of the change order and the justification. For all changes, include a statement of federal participation eligibility. Include more detailed discussions of major changes (Scope Change, Claim Settlements, Significant Actions, Over \$100,000).

Cost List the final payment, the original amount, the net effect of change orders and the mathematical calculation of net overruns/underruns. Obtain and include a general explanation of the overs and unders.

Materials On an interim report, review a process in progress by checking for submittals and approvals of RAMs, any drawing or catalog submittals, the testing method and frequency, adjustments to the ROM, observe field tests and include a summary report. Comment on the overall status of materials testing, documentation and adequacy. On a final report, review the Region Materials Certification, comment on any missing items and mention the resolution of the certification for participation purposes. Refer to the following section, "Quality Improvement and Accountability," for a discussion on selection of processes for review.

Disputes, Claims On an interim report, note any claims or major disputes presently underway. Note how previous issues have been resolved. On a final report, note any exceptions to the final voucher certification and describe the issue.

Traffic Control Comment on the adequacy of the traffic control plans. Discuss the project's use of flagging, devices, pilot cars, etc. and any unusual events during the project.

Training On an interim report, determine that a plan has been submitted and approved. Also, note the comparison between accomplished training and the completion status. Report any efforts to recover if behind. On the final report, list the amount of training originally included, any changes made to this requirement and the total amount of training accomplished.

Subcontracting Discuss the level and nature of subcontracted work. Note any DBE requirements and any change orders modifying these requirements by deleting, adding or substituting DBE commitments. Make reference to any Condition of Award requirements. Assure that mandatory DBE contracting did happen and that the DBEs performed a commercially useful function (review the On-Site reports). Review on-site reports for any DBE firm utilized, whether or not its utilization was mandatory.

Other Talk to the Project Engineer. Look for special notes. If there was an experimental spec or process, discuss it. If there was an unusual event or happenstance, discuss that. Describe the overall impression of the contractual relationship. Describe any evidence of successful collaboration between the parties. Include any other information of interest.

Communication

Much of the day-to-day communication between WSDOT and FHWA is informal in nature. Verbal discussions, telephone consultations and e-mail notices (including digital photos when needed for clarity) are used extensively. Except where formal written notices are specifically required, staff from both agencies will attempt to utilize

the simplest form of communication that accomplishes the needed communication in the least time. All reports and correspondence related to a project shall bear both the WSDOT contract number and the FHWA project number as identifiers.

1-4 Utility and Railroad Relocation

1-4.1 Work Performed Under Utility Agreements

Utility agreement work associated with a contract exists in two categories. The first is work done for a utility by WSDOT that is included in the contract and performed by the WSDOT contractor. The second is work done, either by the utility or the utility's contractor, that is associated with and done near the WSDOT project.

If the utility work is included in the contract, the plans will show the work and will include pay items exactly as if the work was part of the transportation improvement. The responsibility of the Project Engineer is to treat this work the same way that "normal" work is handled. There will be a necessity for communication with the utility itself, inviting comments and joint reviews and inspection of the work. In many cases, the utility will provide materials or equipment to be incorporated into the work. The utility will also provide certification that provided material meets the requirements of the contract. If problems arise and changes are considered, there are additional paperwork demands. The Project Engineer should consult with the Utility and the Region Utility Engineer.

If the work is associated with the project, or if unrelated work is being done nearby, and the utility or its contractor is performing the work, the Project Engineer should treat the neighboring work in the same manner that adjacent WSDOT work would be treated. (See *Standard Specifications*, Section 1-05.14 and Section 1-2.2H of this manual.)

1-4.2 Work Performed Under Railroad Agreements

Railroad work associated with a contract exists in three categories. The first is work done for a railroad by WSDOT that is included in the contract and performed by the WSDOT contractor. The second is work done, either by the railroad or the railroad's contractor, that is associated with and done near the WSDOT project. The third category is railroad protective services. Protective services, such as flagging, are typically provided by the railroad.

If the railroad work is included in the contract, the plans will show the work and will include pay items exactly as if the work was part of the transportation improvement. The responsibility of the Project Engineer is to treat this work the same way that "normal" work is handled. There will be a necessity for communication with the railroad itself, inviting comments and joint reviews and inspection of the work. In many cases, the railroad will provide materials or equipment to be incorporated into the work. The railroad will also provide certification that provided material meets the requirements of the contract. If problems arise and changes

are considered, there are additional paperwork demands. The Project Engineer should consult with the Railroad Company and the Region Utility Engineer.

If the work is associated with the project, or if unrelated work is being done nearby, and the railroad or its contractor is performing the work, the Project Engineer should treat the neighboring work in the same manner that adjacent WSDOT work would be treated. (See *Standard Specifications*, Section 1-05.14 and Section 1-2.2H of this manual.)

Protective services may be called for when the Contractor is performing work on railroad facilities (first category above) or when the Contractor's work is conflicting or adjacent to a railroad facility that is not being changed. Typically, the railroad will determine the need for service, provide the protective services, and send the bill to WSDOT. There may be an agreement in place, or the railroad's actions may be unilateral. On all projects including railroad flagging, the Project Engineer will notify the Railroad Company when all work involving the railroad is physically complete.

The addition or revision of agreements with the railroad can be lengthy processes. The Project Engineer should stay alert for possible changes and the need for revisions to the agreement. When these arise, the Railroad Company and the Region Utility Engineer should be contacted early and often.

1-5 Surveying

1-5.1 Site Surveying

1-5.1A Permanent Monuments

Most permanent monuments which are in the construction zone are relocated by the establishing agency. Normally these monuments are relocated prior to beginning of construction, but if monuments are found within the construction zone, they must be preserved until they can be moved. If the urgency of construction does not allow time for the relocation of the monument, it must be properly referenced so it may be reset or relocated at a later time. When a monument is found within the construction area, the proper agency shall be notified promptly and requested to relocate the monument.

1-5.1B Property Corner Monuments and Markers

It is imperative that land plats and property corners be preserved. The 1973 Legislature enacted a Survey Recording Act, RCW 58.09, to provide a method for preserving evidence of land surveys by establishing standards and procedures for monuments and for recording surveys as a public record. When a general land office corner, plat survey corner, or property line corner exists in the construction zone, it is necessary to properly reference it and reset it after the construction work has been done. RCW 58.09.040 requires that, for all monuments that are set or reset, a record of the monument be filed on a Monumentation Map with the County Engineer in the county in which the corner exists and the original sent to the State Right of Way Plans Branch. Headquarters will forward a copy to DNR for their records.

1-5.1C Alignment Monumentation

During construction, alignment monumentation may be altered to fit field conditions. Such changes may include:

- Normally all PCs and PTs are to be monumented. Additional point on tangent (POT) monuments are necessary where line of sight is, or may in the future be obstructed by the horizontal or vertical alignment, buildings, or other barriers.
- When the right of way and the construction alignment do not coincide, the monumentation shall be such that the exact right of way as acquired can be positioned in the field. This will generally require, as a minimum, that the right of way alignment be monumented.
- When safety of the survey crew or survival of the monuments is an issue, monuments may be offset from the true alignment. An extra effort in accuracy must be made when setting offset monuments to ensure an accurate reestablishment of the true alignment. The monumentation, including monument locations, reference distances, stations, and bearings, is to be shown on the as built plans.

1-5.2 Construction Surveying

1-5.2A Surveying Provided by the State

Unless the contract states otherwise, the Project Engineer is responsible for providing all surveying needed to locate and define the contract work. The staking done in construction surveying must assure that the work will conform to the plans and must also conform to the Contractor's approach to the work. There are numerous survey techniques that will accomplish these objectives. Prior to each phase of the work, the Project Engineer must reach agreement with the Contractor concerning the method, location, and timing of construction staking. Once this agreement is reached, it must be shared with all WSDOT, Contractor, and subcontractor personnel who place or use construction stakes.

1-5.2B Contractor Surveying

If the contract requires the Contractor to provide some or all of the construction surveying, the Project Engineer is required to provide only the primary control points staked, marked, and verified in the field and the coordinate information for the main alignment points in the plans. The plan alignment and the field control points must be referenced to the same grid coordinate system.

The provisions for contractor surveying are intended to provide the stakes needed to inspect the work, as well as the primary function of locating and defining the work. If the survey stakes required by the contract do not provide the reference data needed for inspection, then the Project Engineer will have to provide additional survey work that is needed. As an alternative, a change could be negotiated with the Contractor to perform the added work.

The Contractor's survey work is a contract item, just like all other contract items. It must be inspected for adequacy and conformance with the contract. Once it is performed and inspected, it must be paid for.

The wise Project Engineer will inspect the survey efforts and check as much of the contractor's work as is practical. Any errors should be brought to the Contractor's attention for corrective action. The inclusion of contractor surveying in a project transfers the risk of survey errors to the Contractor. The Project Engineer must assure that the survey work of the Contracting Agency does not relieve the Contractor of that risk.

1-6 Inspection of Course Thicknesses

Tabulated below are the permissible deviations in measured thickness for specified depths of surfacing and paving. While these are the maximum deviations that can be allowed, the Project Engineer may impose tighter requirements for conforming to the plan dimensions where there is a reason to do so.

Material	Specified Depth	Max. Allowable Deviation at Any	Average Depth Deviation for Entire Project	
		One Point	Project	
Untreated Surfacing and ATB	0 – 0.25'	-0.05'	-0.025'	
	0.26 – 0.50'	-0.06'	-0.03'	
	0.51 – 0.75'	-0.07'	-0.035'	
	0.76 – 1.0'	-0.08'	-0.04'	
	Over 1.0'	-8%	-4%	
Hot Mix Asphalt (HMA) (single-lift)	0.08 – 0.15'	-0.045'	-0.015'	
	(multi-lift)	0.00 – 0.25'	-0.03'	-0.01'
		0.26 – 0.50'	-0.045'	-0.015'
	0.51 – 0.75'	-0.06'	-0.02'	
	Over 0.75'	-0.075'	-0.025'	

For HMA overlays with a specified depth of less than 0.08 foot, it will be the responsibility of the Project Engineer to ascertain the adequacy of the overlay depth in conformance to the plan.

Sections 2-03.3(14)K, 9-03.20, and 9-03.21 of the *Standard Specifications* provide for the use of select and common borrow for use in construction of embankments. Materials which meet these specifications are intended for use where it is not necessary to strictly control the strength properties of the borrow. Select or common borrow materials should not be used as backfill for mechanically stabilized earth walls, to backfill unsuitable material excavation below groundwater, or as foundation material for any structure, unless specifically approved for use by the State Geotechnical Engineer. The material requirements for select and common borrow will not ensure that the materials will be workable and able to be compacted under inclement weather conditions. Because select or common borrow materials may be subject to moisture sensitivity as described above and in Chapter 2-3.2A(e), compaction of these materials may require control as specified in Section 2-3.3(14)D of the *Standard Specifications*.

Common borrow, as specified by Section 9-03.14(3) of the *Standard Specifications*, may be virtually any soil or aggregate, either naturally occurring or processed, which is substantially free of organics or other deleterious material, and is nonplastic. The specification allows for the use of more plastic (clayey) common borrow when approved by the Engineer. The use of more plastic (clayey) material may require approval of the Regional Materials Engineer or the State Materials Lab. The 3 percent maximum organic material requirement for common borrow may be determined visually, or, as necessary, by one of the following test methods: AASHTO T 194 (Organic Content by the Wet Combustion Method) or AASHTO T 267 (Organic Content by Loss on Ignition). The correct test method is determined based on the type of organic material present in the soil sample. The Regional Materials Engineer should be consulted as to the appropriate test method. The sample may be field determined to be nonplastic if the fraction of the material which passes the U.S. No. 40 sieve cannot be rolled into a thread at any moisture content using that portion of AASHTO Test Method T 90 (Determination of the Plastic Limit of Soils) which describes rolling the thread.

The requirements of Section 2-03.3(13) of the *Standard Specifications* must be observed in the operation and cleanup of borrow pits. With the requirement for reclamation of all pits, a plan must be developed to meet the requirements of the specifications and special provisions and approved before the start of pit operations. See Chapter 3-3 of this manual.

2-3.4 Temporary Water Pollution/Erosion Control

Section 8-01 of the *Standard Specifications* covers the requirements for controlling erosion and water pollution on the project. These provisions limit the area of erodible earth material which may be exposed at one time and provide that the Contractor will be paid for construction of water pollution/erosion control work.

During the project development phase, WSDOT creates a Temporary Erosion and Sediment Control (TESC) plan for the project. The Contractor shall adopt it as shown and provide a schedule for implementation, or request

modifications to the plan. Any modifications to the plan shall be submitted, reviewed, and approved as specified in Section 8-01.3(1)A of the *Standard Specifications*, prior to the beginning of work. This modified plan should be reviewed to see that the Contractor anticipated all the erosion and water pollution risks in light of the construction approach and that the plan will adequately minimize them. If the plan appears to be adequate, acceptance shall be given by the Project Engineer after receiving concurrence from the Regional Environmental Office.

Preplanned or obviously required temporary water pollution/erosion control measures should be included in the required progress schedule and updated as necessary to cover each phase of the project as the work progresses. Where appropriate, they should be keyed to project schedule activities. Temporary and permanent erosion control shall be implemented at the earliest time practical and shown in the required progress schedule for the project.

Since the Contractor and WSDOT are responsible for any erosion or pollution damage which may occur on the project, both parties must work together to anticipate potential erosion and pollution problems and propose methods to take care of the problems. Any reasonable proposed method should be carefully reviewed and implemented if necessary to prevent erosion damage or pollution from occurring. Temporary water pollution/erosion control needs that cannot be predicted may be outlined as procedures that will be used if certain conditions develop.

To meet the requirements of the specifications at the beginning of the project while the Contractor is preparing a CPM project schedule, the Contractor may submit a letter covering the erosion control implementation and schedule for the initial phase of the construction. The following are some of the features that should be covered in the Contractor's proposal:

- a. Time period initial earthwork is to be accomplished (by date).
- b. Station limits of earthwork related items.
- c. Mobilization effort and scheduling of adequate personnel, equipment, and material.
- d. Outline of basic earthwork construction features.
- e. Outline of specific problem areas and methods to take care of them.
- f. Applicable contract plan sheets marked in red.

On smaller projects, this letter schedule may be adequate in fulfilling the contract requirements.

Where erosion is likely to be a problem, the specifications limit the area of erodible earth material that may be exposed at one time by clearing and grubbing to the area, time frame and location described in Section 8-01.3(1), without the approval of the Engineer. If clearing is done separately from the grubbing work, erosion may not be a problem and therefore, the area of clearing would not have to be limited, but the area of grubbing would if the area is erodible. If the Contractor feels that the area limitation for grubbing is too restrictive to accommodate the grading operations, a request

Earthwork

should be submitted for approval to open a larger area and outline the proposed plan and schedule for all temporary or permanent pollution/erosion control that may be necessary.

Evaluation of the Contractor's request for increased areas should be done in consultation with Region Environmental staff. It should be recognized that the job progress is of critical importance and should not be impeded except when clear probability of detrimental erosion potential exists or where permit constraints may be violated.

The area of excavation, borrow, and embankment operations in progress is also limited by the specifications to the area, time frame and location. Erodible soil not being worked, whether at final grade or not, shall be covered within the limitations outlined in Section 8-01.3(1). Approval to extend clearing and coverage limitations may be granted by the Engineer if weather and site conditions permit. Sites with soils more resistant to erosion that do not drain to surface waters may be eligible. Approval should only be granted if the Contractor can demonstrate that WSDOT will not be exposed to unacceptable risk of erosion problems and that the contractor can stabilize the site prior to a storm event if weather forecasts change. Consult Region Environmental, and in some cases Ecology, to ensure that permit requirements are not violated. The limitations must also be commensurate with the Contractor's capability and progress in keeping the finish grading, seeding, mulching, and other erosion control measures in accordance with the approved schedule.

In the Fall months, prior to the "rainy season" or a winter shutdown, the Project Engineer must schedule an on-site review of the project with the Contractor for the specific purpose of identifying appropriate erosion prevention measures that can be taken, such as constructing temporary ditches, sumps, pipes, ditch lining, slope cover, etc., which will reduce and minimize the potential for erosion during the winter months.

Any pollution/erosion control work provided in the plans, shall be paid as specified in the contract. Other water pollution/erosion control work performed in accordance with the approved plan or ordered by the Engineer will be paid for as detailed below:

1. WSDOT Provided Haul Roads, WSDOT Provided Sources, and Haul Roads for WSDOT Provided Sources.

Such water pollution/erosion control work which does not differ materially from specified contract work shall be measured and paid for at unit contract prices.

Such water pollution/erosion control work not covered by contract items will be paid for on a force account basis in accordance with Section 1-09.6 of the *Standard Specifications*.

2. Contractor Provided Equipment Storage Sites, Contractor Provided Sources, and Haul Roads for Contractor Provided Sources.

All temporary water pollution/erosion control requirements as detailed in the specifications will apply.

All work will be performed by the Contractor and will not be measured for payment.

3. Commercial Sources.

The exception to Contractor provided sources will be commercial sources. All water pollution control requirements are the responsibility of the owner and/or operator of any commercial sources.

To further clarify areas of payment and nonpayment, the following examples are listed:

1. Operational expenses incurred on water pollution control facilities will be paid for by force account. This shall include servicing and cleaning settling basins, diversion ditches, and temporary culverts.
2. Maintaining settlement ponds constructed for control of pollution while dewatering of excavations or cofferdams is eligible for payment. Constructing these settling ponds may also be eligible for payment unless the construction of the pond is paid for by a bid item included in the contract. Temporary water pollution control measures required as a result of stream diversion to allow construction of permanent facilities are also eligible for payment.
3. Any temporary erosion and water pollution control work that is required due to the Contractor's negligence, carelessness, or failure to install permanent controls as part of the work as scheduled, shall be constructed by the Contractor at no expense to WSDOT.

These are but a few examples and it is realized that isolated circumstances will arise that are not described above. Any questions should be referred to the Regional Operations/Construction Engineer and if necessary, to the State Construction Office.

2-3.5 Measurement and Payment

2-3.5A General Instructions

Quantities and items involved in grading operations including compaction of embankments shall be measured and paid for in accordance with Sections 2-03.4 and 2-03.5 of the *Standard Specifications*, and Chapter 10 of this manual.

2-3.5B Computer Generated Quantities

Utilizing the current programs available through the department, the personal computer (PC) may be used to determine earthwork quantities, finished roadway or subgrade elevations, slope stake data, and haul quantities.

The type and size of the project and the amount of time that can be saved will be considerations in how much information should be generated by the use of the PC.

All applicable records of computed data shall be kept and become a part of the final records. If the computer was not used in the design stage of the project, it may still be convenient and economical to prepare data to submit for construction quantities.

Concrete Placement Checklist	
Location _____ (span, pier, station)	Contract No. _____
Part of structure being cast _____ (seal, footing, deck, etc.)	Structure _____
Concrete scheduled for _____ (a.m.) (p.m.) on _____ (time) (day of week and date)	Inspector _____ Date _____
Weather forecast is _____	
1. Foundation:	
A. Spread Footing:	
___ cross-sections recorded prior to excavation	4. Reinforcing Steel:
___ excavated to plan elevation	___ mill certificates received
___ foundation approved by the Project Engineer (if foundation material differs from the test borings, consult Olympia Service Center Construction Office)	___ bar sizes, number, and spacing checked
B. Pile Supported Footing:	___ bottom and top concrete cover and side clearances checked
___ excavated to plan elevation	___ bar ties and supports in accordance with contract
___ pile order length given to contractor (if required)	___ splice locations and lengths checked (welded or mechanical splice approved)
___ pile driving completed and accepted	___ alignment and length of bars extending into future work checked
___ pile cutoff elevations checked	5. Post-Tensioning:
___ pile cutoff treated (timber)	___ approved shop drawing received
2. Falsework:	___ trumpet, distribution plate, and reinforcement correctly located and secured
___ constructed per approved F/W drawings	___ duct sizes, material, and wall thickness checked
___ tattleails set and checked after first placement	___ ducts installed per approved profile and alignment
___ foundations (mudsills or piling) constructed per specifications and falsework drawings	___ ducts securely tied
3. Forms:	___ ducts free of holes and dents
A. Approved Form Drawings:	___ duct joints sealed
___ dimensions verified	___ ducts clear and unobstructed
___ elevations checked	___ inlets, outlets, vents, and drains properly installed
___ longitudinal and transverse form alignment checked	___ contractor prepared to clear all ducts immediately after concrete placement
___ studs and walers in accordance with approved drawing	6. Method of Concrete Placement:
___ plumb and/or batter checked	___ pump
___ form material of proper thickness, grade and grain orientation, facing, and in satisfactory condition	___ pump backup system available
___ form liner approved	___ bucket
___ kickers and braces in accordance with approved drawing	___ chute
___ ties, bolts, nails, etc., in accordance with approved drawing	___ tremie
___ forms coated with a release agent	___ other list: _____
Concrete Placement Rate: _____ m/hr. at _____ °C	7. Concrete:
B. Construction Joints:	___ Concrete Class _____
___ location checked	___ 28 day strength _____ MPa
___ construction joint properly formed, braced, and aligned	___ specified slump _____ mm (max.)
___ shear keys fabricated to proper size and correctly placed	___ specified air entrainment _____%
___ construction joint elevation checked	___ flyash
___ existing concrete at the construction joint is cleaned, roughened, and wetted	___ air-entraining admixture, Brand _____
___ open or dummy joints formed and located in accordance to the plans	___ water-reducing admixture, Brand _____
___ premolded joint filler secured	___ retardant admixture, Brand _____
	Estimated Concrete Quantity: _____ cubic meters
	Inspector: _____
	Date: _____

Figure 6-1

6-1.11 Inventory Inspection

After a permanent or temporary bridge or a bridge modification is complete and preferably before opened to traffic, the State Bridge and Structures Office's Bridge Preservation Section needs to perform an inventory inspection. The purpose of this inspection is to field verify certain contract plan details, to provide a base-line condition assessment of the bridge, and to identify any potential problem features.

When the bridge is nearing completion, two to four weeks before completion, the Project Engineer should notify the State Bridge Preservation Engineer of the anticipated completion date. The Bridge Preservation Engineer will make arrangements with the Project Engineer for an inventory inspection.

When load or width restrictions are in force on a temporary structure, immediate notification should be provided when service is discontinued on the temporary structure and traffic is rerouted to the permanent structure.

6-1.12 Falsework

Falsework construction is a critical part of the bridge construction process. Generally, the factor of safety used for design of falsework is less than that of permanent construction. Therefore, it is extremely important that the falsework is constructed in accordance with the approved falsework drawings. Any changes to the approved falsework drawings must be approved by the Bridge and Structures Office.

6-2 Concrete Structures

6-2.1 Proportioning and Mixing Concrete

Mix design, proportioning, and mixing concrete is the responsibility of the Contractor. General information regarding proportioning and mixing concrete is provided in Appendix A at the end of this chapter to provide a better understanding of the variables involved.

6-2.1A Mix Designs

The *Standard Specifications* require the Contractor to provide a mix design for all classes of concrete specified in the Plans except for those accepted based on a Certificate of Compliance. The mix design should be submitted on Form 350-040 Proposed Mix Design. The Project Engineer should review all Contractor proposed mix designs for conformance to the contract. Specific items to look for are:

1. There is at least the minimum cement content specified in Section 6-02.
2. The minimum amount of fly ash (if called for).
3. The amount of fly ash (if used) does not exceed 35 percent.

4. The amount of ground granulated blast furnace slag (if used) does not exceed 25 percent, or the combination of slag and fly ash does not exceed 35 percent.
5. The aggregate conforms to Section 9-03.
6. Air entrainment is included if required.

6-2.2 Inspection of Concrete Production Facilities

6-2.2A Prequalification Inspection

All concrete production facilities which produce concrete other than commercial or lean will be prequalified. Commercial concrete and lean concrete may be batched in production facilities which are not prequalified.

The concrete production facility prequalification shall be accomplished by one of the following methods.

1. Certification by the National Ready Mix Concrete Association (NRMCA). Information concerning NRMCA certification may be obtained from the NRMCA at 900 Spring Street, Silver Springs, MD 20910 or online at www.nrmca.org. The NRMCA certification shall be good for a two year period.
2. Independent evaluation certified by a Professional Engineer using NRMCA checklist. The Professional Engineer shall be licensed under title 18 RCW, state of Washington, qualified in civil engineering. The independent certification using the NRMCA checklist shall be good for a two year period.
3. Inspection conducted by the Plant Manager, defined as the person directly responsible for the daily plant operation, using the NRMCA Plant Certification checklist. The Plant Manager certification shall be done prior to the start of a project, and every six months throughout the life of the project.

The Contractor is required to submit Form 350-071, Request for Approval of Materials Source, listing the name and location of the plant which will supply the concrete and also the source of the cement, aggregates, and admixtures that will be used in the concrete. Concrete from the plant shall not be used until the plant has been approved. The Project Engineer shall take approval action based upon the batch plant prequalification submittal meeting the requirements of the Standard Specifications, Sections 6-02.3(4)A and the Approved Source of Material Listing. If the batch plant prequalification submittal indicates that the scale certification has expired the Project Engineer shall confirm that the scales have been recertified or the source will not be approved.

6-2.2B On-Site Inspection of Trucks

Whenever ready mix concrete is used on the project, the Inspector shall be alert to the condition of the trucks being used for delivery. Inspectors need to check that all delivery trucks have operational counters and a device to measure the amount of water added at the site. All trucks are required to be operated within the rated capacity stated on the manufacturer's data plate. The Inspector needs to check the concrete being discharged down the chute to ensure the concrete is uniformly mixed. If the concrete does not appear uniformly mixed inspect the drum of the delivery truck checking that the drum blades have no appreciable accumulation of hardened concrete, and the blades are free of excessive wear. If the drum has appreciable accumulation of hardened concrete or excessive blade wear is noted, the delivery truck needs to be rejected.

6-2.2C Verification Inspection

When necessary, the Project Office shall make an inspection of the batch plant to confirm: the accuracy of the batching process; that the scales have current certifications; the accuracy of the water metering devices; and to sample the coarse aggregate and fine aggregate.

6-2.3 Concrete

6-2.3A General

Type III portland cement shall not be allowed in any concrete structure unless called for in the plans or specifically approved by the State Construction Office. The use of Type III cement in structures is not desired because it is believed to reduce the resistance of the finished surface to weathering, particularly to freezing and thawing cycles and is more subject to plastic and shrinkage cracking. If it is necessary or desirable to place structural concrete in service prior to the time stated in the *Standard Specifications*, authority must be obtained from the State Construction Office. In such cases, test cylinders from each pour are taken and tested by the Contractor to determine the early break strength.

All sawdust, nails, dirt, and other foreign material, including ponded water, must be removed from within the forms and the forms shall be inspected and approved before placing any concrete.

The bottom of footings and forms must be thoroughly soaked with water prior to placing the concrete so they do not absorb water from the concrete mix. Care must be taken to be sure there is no ponded water when placing the concrete.

Vibrators are usually specified to be used when placing concrete. Their use is important for the purpose of consolidating the concrete in the forms, thus producing a dense uniform concrete.

Adequate vibration is necessary for placing concrete in difficult places, such as under and around closely spaced reinforcement. When steel forms are used for curbs, traffic barriers, or rail bases, external vibration may be required to eliminate voids at the surface caused by entrapped air. It is desirable to have the Contractor designate one person to operate the vibrator. This person could then be instructed in its use and an effort could be made to have that person kept on the same work whenever it is required.

The quantity of mixing water to be used shall be the minimum amount possible to produce the required workability. Vibrators shall be used only in freshly placed concrete. As soon as the concrete is dumped it should be spread out and vibrated by inserting the vibrator torpedo directly into the fresh concrete. However, it should be kept in one place only long enough to make the concrete uniformly plastic. Dependence should not be placed on the vibrator to work the concrete into corners and along the faces of the forms. Metal or wooden spades should be used to whatever extent is necessary in places where the vibrator cannot be satisfactorily employed, however, spades should be used only to accomplish complete filling of the forms and not for the purpose of puddling the concrete.

In regard to the desired consistency of concrete and the use of vibrators, the *Standard Specifications* should be carefully studied and followed. Every effort should be made to see that the specifications are followed.

Air-entrained concrete is required in all structural concrete above ground. The use of air entrained concrete below the finished ground line is optional with the Contractor.

The specifications require that construction joints shall be located and constructed as shown in the plans. Approval to add, move, or delete construction joints must be obtained from the State Construction Office. Section 6-02.3(12) of the *Standard Specifications* requires that shear keys shall be provided at all construction joints unless a roughened surface is shown in the plans, and where the size of keys is not shown in the plans, they shall be approximately one-third of the area of the joint and approximately 1½ inches (40 millimeters) deep.

Construction joints are to be either vertical or horizontal. Wire mesh, wire lath, and other similar items can be used for a roughened surface construction joint but shall be removed and the joint cleaned before making the adjacent pour. Construction joints in roadway slabs must be formed vertical and in true alignment. An edger shall not be used on the joint but lips and edgings must be removed before making the adjacent pour. If the joint is properly formed, a good straight edge will be obtained with a minimum amount of lips and edgings to be removed.

Structures

Shear keys in construction joints shall be formed with 1½-inch (40 millimeter) thick lumber and shall be constructed the full size shown in the plans. For box girder webs, these shear keys are normally shown in the plans to be full width between stirrups. The specifications require shear key forms to be left in place at least 12 hours after the concrete has been placed. The plans will indicate certain joints to have a roughened surface. These joints shall be finished and prepared for the next pour in accordance with the instructions given in the specifications or as shown in the plans.

Expansion dams or the expansion dam blockout shall be carefully placed before concreting the roadway decks. They shall also be carefully aligned for crown and grade.

Blockouts for expansion joint seals must be carefully formed to the dimensions shown in the plans for proper placement and operation. Be sure to check that the rebar in the blockout does not conflict with the expansion joint anchors. The joint seal must be placed using a lubricant adhesive.

Concrete shall be placed in accordance with the requirements of Section 6-02.3(6) of the *Standard Specifications*. The Inspector should be alert to see that any method of placing concrete that causes segregation of the concrete mix be discontinued. Some of the conveyor belt systems tend to cause segregation of the mix after several exchanges from one belt to another. The Inspector shall see that the length of conveyor belt is limited so segregation does not occur. Aluminum pipe or sheeting shall not be used in contact with fresh concrete.

In heavily reinforced sections, the maximum concrete slump may be increased 2 inches (50 millimeters) with the use of a high range water reducer, as discussed in Section 6-02.3(4)C of the *Standard Specifications*. It is anticipated that possible candidates for this increase of concrete slump may be columns, cross-beams, and post-tensioned box girder web walls and other heavily reinforced members.

6-2.3A(1) Weather and Temperature Limits

Concrete may **not** be placed when rain is hard enough to:

- Cause a muddy foundation.
- Wash or flow the concrete.

The temperature of the concrete for cast-in-place concrete must be between 55 F (13°C) and 90 F (32°C) during placement. The temperature for precast concrete that is heat cured must be between 50 F (10°C) and 90 F (32°C).

The air temperature must be at least 35 F (2°C) during and for seven days after placement (unless the contractor has an approved cold weather plan).

The temperature measuring device shall be capable of measuring the temperature of freshly mixed concrete to ±1 F (±1°C) with a range of 0 F to 130 F (-18°C to 54°C).

Hot Weather Placement (Air Temperature Above 90 F (32°C))

- Cool the component materials of the mix, transport and placement equipment, and the contact surfaces at the site.
- Methods shall be preapproved by the Engineer.

Cold Weather Placement

- Concrete shall not be placed against any frozen or ice-coated foundation, forms, or reinforcement.
- A preapproved plan for cold weather placement and curing is required, if temperatures are below 35 F (2°C) or anticipated to be below 35 F (2°C) in the next seven days.
- Heat aggregate and/or water to maintain mix temperatures above 55 F (13°C).
- Control temperature and humidity after placement by:
 - Enclosing concrete.
 - Heating to 50 F to 90 F (10°C to 32°C) for seven days.
 - Add moisture for six days (discontinue 24 hours before heat is stopped).
 - An accurate recording thermometer is required.
 - Corners and edges require special attention to prevent freezing.

When heating water and aggregates, the approximate resulting temperature for a batch of concrete can be estimated from the following formula:

$$X = \frac{Wt + 0.22W't'}{W + 0.22W'}$$

Where

- X = temperature of the batch
- W = weight (mass) of the water
- W' = weight (mass) of the aggregates and cement
- t = temperature of the water in degrees F
- t' = temperature of the aggregates and cement

6-2.3A(2) Acceptance of Concrete

The Contractor is required to provide a certificate of compliance for each load of concrete delivered to the job. Based on who is supplying the mix, the format of the certification may vary. All certifications must contain

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8-0 Introduction

Although many items of construction in this chapter are specialized, procedures for sampling materials, documenting construction, and requiring that work be done in accordance with the specifications is not different from other types of highway construction work.

Federal, state and local water quality regulations prohibit sediment and other pollutants associated with construction activity from impacting air and water quality. All projects must comply with these laws and the required permits. WSDOT creates Temporary Erosion and Sediment Control (TESC) plans to prevent erosion and any damage to the site, adjacent properties, and the environment. Section 8-01 of the *Standard Specifications* covers the requirements for controlling erosion and water pollution on projects. Applicable provisions are included in the contract and must be enforced by construction staff to ensure effective erosion prevention and water quality protection.

The National Pollutant Discharge Elimination System (NPDES) Construction Stormwater General Permit is one of the most common permits on WSDOT projects. It requires erosion prevention when vegetation is removed, when soil is disturbed, or when water flow has the potential to cause erosion. In addition to the required TESC planning, the NPDES permit requires site inspections, water quality monitoring (both turbidity and pH), and record keeping.

It is important to partner with environmental agencies during construction. Early, open communication sets up a good working relationship that may prove invaluable later on if problems occur. Permit requirements normally require notification to environmental agencies prior to conducting construction activities. On some projects it may be advisable to invite representatives from regulatory agencies to part of the preconstruction meeting when environmental issues are discussed.

When working around sensitive areas, applicable permits are typically attached to the contract as appendices. These permits must be carefully reviewed to ensure that, among other things, the Temporary Erosion and Sediment Control (TESC) plan meets permit requirements. It is important to remember these permits are sometimes obtained after the main design work was done. If the original TESC plan does not meet permit requirements, the plan must be modified with the assistance of the Region Environmental Office.

8-1 Erosion Control

8-1.1 TESC Planning and Implementation

A TESC plan consists of a narrative document and plan sheets. The narrative document includes an analysis of erosion risk and a list of Standard Specifications, General Special Provisions (GSPs), and special provisions used to mitigate the risk. The plan sheets show the locations of BMPs and other features such as topography and location of sensitive areas for multiple project stages. Chapter 6 of the *Highway Runoff Manual* M31-16 provides guidance on creating thorough TESC plans. Appendix 6A describes all erosion control BMPs. Contact Region Environmental or the Statewide Erosion Control Coordinator for more information.

WSDOT develops the TESC plan and tries to account for all inherent risks on each site and plan to minimize these risks through the use of design, procedural, and physical BMPs. The effectiveness of TESC plans will vary based on how well designers assessed risks and selected contractually enforceable tools for addressing those risks. Unpredictable elements such as the weather also impact effectiveness of the TESC plan. Although we try, it is truly impossible to account for all risks associated with a project before construction begins.

The Contractor can either adopt WSDOT's TESC plan or provide suggested revisions. These suggestions may lead to additional costs, but if they properly identify the risks that we missed or suggest more practical solutions, those ideas should be adopted. However, some suggestions weaken plans and put WSDOT at greater risk of problems. Such proposals should be rejected. Encourage the contractor to help develop solutions that are compatible with their construction activities. Getting everyone involved early in the process will help you come up with effective solutions that can be agreed upon by everyone.

It is important to clearly understand the TESC plans prior to construction. The actual site conditions may not match those described in the original plan due to development in the area, changed construction dates, and inaccuracies in the original plan. Newly paved areas or housing developments located up gradient from the project site may increase surface water flows to the site. An accurate evaluation of current site conditions is essential for preventing erosion.

When conducting an initial evaluation, the inspector should walk through the site with the TESC plan in hand. If available, the designer should go along on the walk through. It is important to verify the current site conditions and determine whether any plan changes are necessary. Mark any needed changes on the plan sheets so that necessary changes can later be shown to the contractor.

Some of the most important factors leading to erosion control problems include: offsite runoff, groundwater, unstable slopes, poor soils, and exposing too much soil during the wet season. **Therefore, the responsiveness of construction staff to changing conditions is the most important determining factor in whether or not the plan is effective.**

Knowledge of soil types in the project area is quite important. If erodible soils are present, special consideration must be given to reducing erosion when these materials are encountered in cuts or used in embankment construction on the project. If problems are encountered during construction, contact Region Environmental staff or Geotechnical staff for assistance.

Frequently, infiltration can be used when other BMPs fail to make site runoff meet water quality standards and to reduce stormwater volumes. Infiltration should be considered whenever conditions allow. On sites with highly permeable soils and large undisturbed areas, infiltration should be used as one of the main storm water management BMPs. When no runoff leaves the site the possibility of water quality violations is eliminated and smaller volumes of stormwater reduce the overall potential for erosion.

As a project progresses, new risks emerge and must be addressed in order for the TESC plan to remain effective. Prevention is better, cheaper, and easier than repair or mitigation after a plan fails. Many problems can be prevented in the initial stages of construction if the Contractor protects the roadway as work progresses. In the long run, poor construction practices can cost the contractor additional money to correct the damage.

By maintaining an effective TESC plan, WSDOT will save money, time, and prevent environmental problems. Should an environmental violation occur, i.e. an action not in compliance with environmental standards, permits, or laws during construction refer to Section 1-2.2K(1) for the appropriate notification and corrective action procedures.

Upon project completion and final stabilization, most temporary BMPs are removed and removal is paid for using the force account item when it is included in the contract. It is the responsibility of the inspector to ensure that the contractor removes temporary BMPs in such a way that we do not impact water quality or increase the potential for erosion. Some temporary BMPs, such as inlet protection, must be removed or they may cause problems in the function of the facility. Others, such as wattles or compost socks, may be allowed to remain until they biodegrade if they are serving a useful purpose and do not pose an impediment to safety or function. However, some BMPs such as silt fence may need to remain in place and be removed after the need for them has passed, even if the duration extends beyond contract completion. Inspectors must determine when the site is adequately stabilized and the temporary BMPs can be removed. The Project engineer may need to coordinate with State Maintenance forces to arrange for silt fence or other BMP removal occurring after the contract is completed.

8-1.2 TESC Inspections

The contractor must identify their certified Erosion and Sediment Control (ESC) Lead for the project. Certification is gained by completing the *Construction Site Erosion and Sediment Control Certification Course* taught by a WSDOT approved training partner found at <http://www.wsdot.wa.gov/environment/wqec/erosion.htm>. Contractors are given certificates showing they have completed the required training. If the Contractor does not have a certificate on hand, we can confirm they have completed the training by going to the above listed website and opening the link to the AGC of Washington Education Foundation website to view their searchable database. Re-certification is required every three years.

The Contractor's ESC lead is obligated to perform erosion control inspections using a standard WSDOT form. *Standard Specification 8-01.3(1)B* provides additional guidance on site inspections including the standard form number. Inspections completed using the form meet NPDES Construction Stormwater General Permit requirements. WSDOT staff should verify the Contractor is inspecting the site, maintaining records, and showing plan revisions. WSDOT must keep a copy of all inspection reports on-site in a Site Log Book in order to be in compliance with the NPDES requirements.

If WSDOT can identify potential erosion areas early, we can prevent problems such as stop work orders and fines from Ecology, construction delays, and unfavorable publicity. Site inspections allow us to verify that the Contractor is implementing the plan and that it is working effectively. You should walk through the site with the TESC plan in hand to evaluate whether BMPs were installed as specified on the plan drawings. You may need to assist the Contractor with identifying appropriate locations to ensure the site is always prepared for a storm. Inspections must also be made during storm events to evaluate how well BMPs are performing.

The effectiveness of BMPs must be evaluated in the field. If installed BMPs are ineffective, replacement BMPs must be selected and installed. If the quality of installation or lack of maintenance is responsible for a failure, the contractor should repair the BMPs at no cost to WSDOT. If the failure is a result of faulty BMP selection, we must identify a new BMP. Any changes to BMPs in the field must be recorded or drawn onto the TESC plan sheets and documented on the site inspection form. For recommended erosion prevention practices see Chapter 6 of the *Highway Runoff Manual* M31-16. For site-specific recommendations, contact Region Environmental or Environmental Services Erosion Control Coordinator.

Everyone on the construction site should know what to do when an environmental agency representative visits the site. The Contractor's ESC Lead is trained to direct the agency representative to the project engineer or the inspector delegated in charge of erosion issues. All Contractors working on the site must know who is in charge of erosion control for WSDOT. Contractors should be directed to help resource agency staff locate this person. When contractors direct resource agency staff to the person in charge problems are solved more quickly and a positive image is established. If there is a general difference of opinion with an agency representative, the issue should be immediately elevated to the Project Engineer, or Regional Engineering or Environmental Staff who can help develop an effective solution.

8-1.3 Water Quality Monitoring

Water quality monitoring is another way to verify that a TESC plan is well implemented and that BMPs are working effectively. The NPDES General Construction Permit requires water quality monitoring during construction. WSDOT has developed protocols that dictate when, where and how to collect samples to meet these requirements in Chapter 6 of the *Highway Runoff Manual* M31-16. WSDOT is responsible for monitoring water quality at our construction discharge point as well as upstream and downstream of that point to verify that state water quality standards are being met.

Turbidity sampling is required on all projects greater than 5 acres of soil disturbance. Turbidity is defined as the visual clarity of the water and is a measure of how much mud is in construction site runoff. The turbidity standard is very strict. Water quality standards in Chapter 173-210A of the Washington Administrative Code (WAC) states: Turbidity shall not exceed 5 nephelometric turbidity units (NTU) over background turbidity when the background turbidity is 50 NTU or less, or have more than a 10 percent increase in turbidity when the background turbidity is more than 50 NTU. The Permit also contains Benchmark Values that require corrective action to be taken if an outfall sample has a turbidity reading over 25 NTU. Refer to the monitoring protocols for more information on Benchmark Values.

Water that is too acidic or too basic kills fish. Water pH is used to quantify how acid or basic runoff is and whether or not it meets standards for protecting fish. As concrete can pose a pH risk, pH samples must be collected on projects with greater than 1 acre of soil disturbance if more than 1000 cubic yards of concrete is poured, or cement or kiln dust amended soils are present. If the GSP for Treatment of pH for Concrete Work (0103A.GR8) is included in the contract, the Contractor will be responsible for sampling possible high pH water and neutralizing it, if necessary, prior to discharge to surface waters.

Process water or wastewater (nonstormwater) that is generated on-site, including water generated during concrete grinding, rublizing, washout, and hydrodemolition activities, cannot be discharged to waters of the state under the NPDES General Construction Permit. Offsite disposal of concrete process water must be in accordance with the *Standard Specifications* or contract provisions. Under limited circumstances, infiltration of process water may be acceptable. As standards for dealing with process water are still evolving, contact region environmental and Headquarters Water Quality Program to determine if infiltration is an acceptable option.

Sometimes neighboring sites or projects cause increases in turbidity that can be falsely blamed on WSDOT. It is important to document such events and report them so that we are not unfairly blamed for other people's water quality problems.

We are required by law to report any water quality violations to the Department of Ecology. WSDOT has developed Environmental Compliance Assurance Procedures (ECAP) that must be implemented immediately to report any permit violation. These procedures are contained in Section 1-2.2K(1) of this manual.

It is important that environmental agencies hear about a problem from us as soon as it happens rather than from the public or by discovering it themselves. Enforcement actions rarely occur when projects self-report violations. Self-reporting sends a message that we are making a good faith effort and have nothing to hide. Not reporting suggests that we are covering up a problem or simply do not care.

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As part of ECAP, all certified Contractor ESC Leads have been trained to notify the project engineer immediately upon discovery of a water quality violation or situation that may lead to a violation. Nevertheless, it is our responsibility to be watching ourselves. If a problem is identified, we should notify the project engineer and immediately take all measures possible to reduce impacts of the problem. The project engineer or a designee reports violations to resource agencies.

8-1.4 Record Keeping

The NPDES Construction Stormwater General Permit requires that water quality data be submitted monthly for all projects greater than 5 acres of soil disturbance after October 1, 2006. HQ Environmental Services Office will batch send data to Ecology monthly via the Water Quality Monitoring database. Therefore, all projects must enter water quality data into the database.

WSDOT is also required to maintain a Site Log Book for each project that is to remain on-site. This Log Book must contain copies of all site inspection reports performed by the Contractor's ESC Lead, copies of water quality monitoring data (collected by WSDOT), and any information pertaining to installation and maintenance of Best Management Practices (BMPs).

WSDOT must retain documentation of compliance with permit requirements during the life of the contract and for a minimum of three years following the termination of the contract. This includes: the Site Log Book, water quality monitoring results, inspection reports, TESC plans and any other documentation.

8-1.5 Final Stabilization

The permanent protection of earth cut and fill slopes should be accomplished as soon as possible. When provided in the contract, topsoil should be evenly placed on the slopes at the specified depth for areas to be seeded. After placement of top soil, large clods, hard lumps, rocks 2 inches (50 millimeters) in diameter or larger, and litter shall be raked up, removed, and disposed of by the Contractor. Refer to *Standard Specification* 8-02.3(4) for more information.

Areas to be seeded without top soils are to be prepared after final grading so that the soil surface is rough and loose, with ridges and furrows (narrow depressions) perpendicular to the slope or to the natural flow of water. This will slow the water velocity, increase water detention and infiltration, decrease runoff, and promote grass growth. This can be done through the use of a cleated roller, crawler tractor, or similar equipment. Refer to *Standard Specification* 8-01.3(2)A for more information.

Seed and fertilizer are to be uniformly applied on the slopes at the rate and mixture specified in the contract. Application shall be by an approved hydro-seeder, blowing equipment, properly equipped helicopters, or power drawn drills or seeders. Where areas are inaccessible for this equipment, or when specified, approved hand seeding will be permitted.

In order for the Contractor to order the proper amount of materials for the project and to provide the Inspector a method of checking the rate of application of the seed and fertilizer, the Project Engineer should measure the areas to be seeded and fertilized as soon as they can be determined and inform the Contractor of the anticipated acreage. If, in the opinion of the Engineer, the seeding and fertilizing areas can be accurately determined using digital terrain modeling or other design data, the Engineer has the option of using this data in lieu of field measuring. During the seeding and fertilizing operation, the Inspector shall see that the material is placed at a uniform rate and compare the amount of seed and fertilizer applied, by counting the number of bags of material, with the area covered to verify that the proper rate of application is being placed.

The seed and fertilizer may be applied in one application provided the seed and fertilizer are not mixed more than 1 hour prior to application. Mixing more than 1 hour prior to application will damage the seed. Otherwise, the seed shall be applied in a separate application prior to fertilizing and mulching. Lime should be applied separately from the seed and mulch.

Wood Cellulose fiber may be applied with seed and fertilizer West of the summit of the Cascade Mountain Range and only upon written request by the Contractor and approval of the Engineer East of the summit of the Cascade Mountain Range. Consult with the Regional Landscape Architect, the State Regional Liaison Landscape Architect, or the State Horticulturist.

Mulch must be uniformly applied to the seeded areas within 48 hours after seeding. Straw mulch is to be applied with a forced air spreader. Straw mulch may not be practical in windy areas. Wood cellulose fiber is normally applied with hydraulic equipment. Checks are also necessary to determine that the mulch is applied uniformly and at the required rate. In areas, which cannot be reached by a mulch spreader, hand methods resulting in uniform application may be used.

In some areas, it may be desirable to anchor the mulch with an application of tackifier. The *Standard Specifications* are quite complete in the method of applying tackifiers see Section 9-14.4(7). The rate of application is varied from area to area to obtain the best results. Check with the Regional Landscape Architect, the State Regional Liaison Landscape Architect, or the State Horticulturist for advice on the proper application rate.

In order to control the possible erosion resulting from fast runoff on steep slopes, Erosion Control Blanket or matting is often used (see Chapter 6 of the *Highway Runoff Manual* M31-16). It also has its use on flatter slopes where erodible soils are encountered. The purpose for using Erosion Control Blanket is to provide a quick temporary protection until the grass has grown enough to be permanent protection for the soil, but the Erosion Control Blanket cannot be expected to cope with water other than rainfall that falls on the exposed slope. Ditching or drains should control drainage from above or beyond the raw slope. The Inspector is charged with being alert to this potential problem and making every effort to ensure that this kind of runoff is diverted away from the slope.

8-1.6 Measurement and Payment

Measurement and payment instructions for Temporary Erosion and Sediment Control work are covered in Section 8-01.4 and 8-01.5 of the *Standard Specifications*. In some cases, a separate bid item will be established for extra fertilizing to permit additional applications on a seeded area during the life of the contract. In these cases, payment for the acreage fertilized will be made for each application.

8-2 Roadside Planting

8-2.1 General

Inspection of all roadside plantings should be performed by trained and experienced personnel. Recognizing that this is not always possible, this section is written to serve as a guide for project personnel. It is not intended as a substitute for professional assistance. Project personnel will find the *Roadside Manual*, M 25-30, and in particular Sections 700, 710, 720, 800, and 820 useful. When questions of adequacy of planting stock and procedures are encountered, or when differences of opinion concerning the acceptance or rejection of plants occur and the answers are not readily found in this section, the Inspector should request the assistance of the Regional Landscape Architect, the State Regional Liaison Landscape Architect, or the State Horticulturist. In cases where insect damage and diseases are suspected, the services of an entomologist or plant pathologist may be required.

Construction activities, especially clearing, grubbing and excavation, may damage existing trees and shrubs that are scheduled to remain. If this happens, or if pruning of live vegetation is required, the Inspector may contact the State Liaison Landscape Architect or the State Horticulturist for assistance. Early identification and remediation of the damage will minimize shock to the vegetation.

The highway right of way is largely a construction disturbed environment, lacking in natural soil profiles and subject to unusual runoff, abnormal air turbulence, pollutants, temperature variations, and other extremes. In this environment, the designer is faced with providing appropriate highway vegetation.

Plants are living things in contrast to concrete, steel, and stone, which are inanimate materials. Plants change in shape, size, color, and texture from season to season and from year to year, while inanimate materials remain constant except for slight changes in color and texture due to weathering or wear.

Functional plantings serve to improve traffic guidance, reduce headlight glare, provide safety features, reduce pollution, prevent erosion, provide screening, minimize impacts to streams, and contribute to improved aesthetics. Plantings can also be used to create a smooth transition from rigid geometric cross-section and structural forms to nearby natural vegetation and land forms. They also provide gateways to communities.

Plants are also used in soil bioengineering. This practice is being used more frequently in WSDOT projects. Soil bioengineering is used to stabilize and revegetate slopes and stream banks and is often used in conjunction with traditional "hard" geotechnical fixes. For more information on the uses of soil bioengineering, see Chapter 1350 of the *Design Manual* and Chapter 740 of the *Roadside Manual*.

The survival of plantings under the conditions imposed by the construction process and the environmental conditions of the site should always be a concern of the Project Office. The best conceived and designed planting may not produce the desired results if the quality of plants and the planting procedures fail to meet the requirements of the contract specifications.

Before commencing any work on the project, there should be a meeting with the Project Engineer, the inspectors, and the Landscape Architect. The agenda for the meeting scheduled by the Project Engineer should include but not be limited to the following:

- The basic concept of what is to be achieved with each individual area and the project as a whole. (Revegetation, open forest, screening, soil bioengineering, focal attention, and all other aspects to be discussed must be understood if the ultimate concept of design is to be accomplished.)
- Discuss construction issues such as mixing of soil amendments into the soil and compaction requirements. Compaction efforts for roadside plantings are different than the compaction effort required for road and bridge foundations. The ideal soil for plant growth is a loose soil with the right balance of organic matter, microorganisms, and minerals. In contrast, roadway construction requires highly compacted soils with low organic matter content for stability. These differences result in different compaction requirements. For example, soils for road foundations are compacted to 95 percent density, whereas soils for plant establishment typically require a density less than 80 percent.

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- The growing characteristics, weaknesses, and strong points of each plant should be discussed especially as they relate to the environment over which the Inspector has some control (drainage, exposure, etc.). Modifications of the plans should be discussed with the Regional Landscape Architect or the State Regional Liaison Landscape Architect. The list of plants should be reviewed to ensure that only plant varieties that will grow in the area have been listed. Typically, only native plant varieties should be used.
- Discuss possible maintenance problems with the maintenance personnel. Conditions that were unexpected during the design stage may lead to modifications in the plans. At the initial layout stage, the maintenance personnel may be better qualified to discuss the project. Any modifications to the plans should be coordinated with the Landscape Architect to ensure the functions are maintained.
- Discuss ongoing coordination between Project Engineer, Inspectors, and Landscape Architects to assist in the successful completion of the Project.

8-2.2 Landscape Terminology

Acid Soil/Alkaline Soil

The pH is a measure of hydrogen ions in the soil. Various plants respond differently to pH variations. Generally, the soil west of the Cascades is acidic, while east of the Cascades is more basic. The pH scale ranges from 0 to 14. A pH of measurement of 7 indicates a neutral soil. A pH measurement below 7 indicates an acidic soil. A pH measurement above 7 indicates an alkaline soil or basic soil. Generally, plants are selected for a particular area without a need to change the pH of the soil. When a pH change is desired, a soil test is taken, analyzed, and the pH is changed appropriately upon recommendations from Regional Landscape Architect or the State Horticulturist.

Balled and Burlapped (B&B)

Plants are prepared for transplanting by digging them so that the soil immediately around the roots remains undisturbed. The ball of earth and root is then bound in burlap or similar mesh fabrics. An acceptable B&B root ball should contain 90 percent (visual estimate of volume) of the earth material held together with root system when removed from the burlap.

Bare Root (BR)

Most deciduous plants are dug when dormant. The roots are cleaned, pruned, and usually stored in moist material. Roots must remain moist and not allowed to dry out.

Botanical Name

The botanical name is the plant name, written in Latin, that is used universally. The common name is the name used in a local area, and is not necessarily the same name used in other areas. The correct botanical name is usually found in "Standardized Plant Names", available from the Landscape Architect. The botanical name usually consists of two names, Genus and Species, but may include additional names.

Genus: 1st word
Species: 2nd word
Variety: 3rd word (if appropriate)
Example: *Sambucus racemosa melanocarpa*
Genus: *Sambucus*
Species: *racemosa*
Variety: *melanocarpa*

Branch

An offshoot from a trunk or main stem. It could be also called a bough or a portion of a main stem.

Bud

A small protuberance on a stem, branch or cutting containing an undeveloped shoot, leaves or flowers.

Caliper

The diameter of the trunk of a deciduous tree is measured 6 inches (150 millimeters) above ground level, up to 4-inch (100-millimeter) caliper size. If greater caliper than 4 inches (100 millimeters), it is measured at 12 inches (300 millimeters) above ground level.

Cane

A primary stem which starts from the ground of a shrub or at a point not higher than $\frac{1}{4}$ the height of the plant. A cane generally only refers to growth on particular plant material, such as roses, etc.

Clumps

Plants with at least double the number of canes required for standard material; trees with three or more main stems starting from the ground. Vine maples are sometimes sold by the clump.

Collected Material

Trees, shrubs, or other plant material collected from native stands, including Christmas tree stock and plants from native stands or forest plantings. After one growing season at the nursery, they are no longer considered collected material.

- 4. **Field Inspection:** Field verify per section 9-1.5C of this manual. See that the gradation remains constant.
- 5. **Specification Requirements:** See *Standard Specifications* Section 9-13 or Section 9-27. Review contract documents to determine if supplemental specifications apply.

9-4.43 Semi-Open Slope Protection

- 1. **Approval of Material:** Approval of materials is required prior to use. Materials will be approved by the Qualified Products List or Request for Approval of Material (DOT Form 350-071). If approval is by QPL, be certain to verify that the product is in fact qualified for its intended use, and the product is listed under the appropriate specification.
- 2. **Preliminary Samples:** A preliminary sample of the material will be required only if requested on Request for Approval of Material (DOT Form 350-071).
- 3. **Acceptance:** Material may be accepted on receipt of Manufacturer’s Certificate of Compliance.
- 4. **Field Inspection:** Field verify per section 9-1.5C of this manual. Check material delivered to the project for conformance with the contract plan and specifications. Also check for shipping damage.
- 5. **Specification Requirements:** See *Standard Specifications* Section 9-13.5. See Standard Plans. Review contract documents to determine if supplemental specifications apply.

9-4.44 Plant Material

- 1. **Approval of Material:** Approval of material is required prior to use. This approval will be submitted to the field office by listing the nursery to supply the plant material on a Request for Approval of Material (DOT Form 350-071).
- 2. Preliminary Site Inspection, when requested on the RAM, will be performed by the Region Landscape Architect or the State Horticulturalist.
- 3. **Acceptance:** After the approval of the material, the plants will be accepted based on field inspection on the job site. Sample lots as provided in (4), Field Inspection will be the inspection of samples delivered to the site. Acceptable samples will be incorporated into the project.
- 4. **Field Inspection:** Field verify per section 9-1.5C of this manual. Check for uniformity of plants within each lot and for representative sample lot based on the following:

(N = total number of plants in lot) (n = number of plants in sample lot)

Total Number of Plants (N)	Minimum No. of Plants Required to Make Sample Lot (n)
0 - 500	All plants
501 - 1,000	500
1,001 - 5,000	600
5,001 - 30,000	850
Over 30,000	1000

Should 5 percent or less of the sample lot fail, the entire lot may be accepted. Should over 5 percent of the acceptance sample lot fail to meet nominal specification requirements, the entire lot shall be rejected and removed from the job. The Engineer may accept the plants if there is a large percentage of plants that appears to be exceptionally hearty and vigorous after sorting by the Contractor. If done immediately, the Contractor shall be allowed to sort and remove the substandard portion of the plants.

After the contractor has completed sorting, a new sample lot based on the above schedule of the remaining stock will again be selected and inspected. Should 5 percent or less of this sample lot fail, the sorted lot may be accepted.

- 5. **Specification Requirements:** See *Standard Specifications* Section 9-14.6. Review contract documents to determine if supplemental specifications apply.

9-4.45 Topsoil Type A

- 1. **Approval of Material:** Approval of Topsoil Type A prior to use is required by a Request for Approval of Material (DOT Form 350-071).
- 2. **Preliminary Samples:** A preliminary sample of the material will be required only if requested on Request for Approval of Material (DOT Form 350-071). Samples of 5 to 10 pounds are required to perform the qualifying tests.
- 3. **Acceptance:** Material may be accepted upon receipt of a Manufacturer’s Certificate of Compliance with accompanying test reports verifying conformance with the Contract Specifications.
- 4. **Field Inspection:** Field verify per section 9-1.5C of this manual. The material shall be inspected for roots, weeds, subsoil, rocks, and other debris.
- 5. **Specification Requirements:** See *Standard Specifications* Section 9-14.1. Review contract documents to determine if supplemental specifications apply.

9-4.46 Seed

- 1. **Approval of Material:** Approval of materials is required prior to use. This approval will be by Request for Approval of Material (DOT Form 350-071). If there is a question on the intended use of the seed, contact the State Horticulturalist.
- 2. **Preliminary Samples:** A preliminary sample of the material will be required only if requested on Request for Approval of Material (DOT Form 350-071).
- 3. **Acceptance:** Material may be accepted on analysis shown on the label.
- 4. **Field Inspection:** Field verify per section 9-1.5C of this manual. Each individual sack of seed must contain a label (tag) as to the contents and be unopened prior to use on the project. At least one label should be retained in the project records in the event that subsequent questions or claims may arise.
- 5. **Specification Requirements:** See *Standard Specifications* Section 9-14.2. Review contract documents to determine if supplemental specifications apply.

9-4.47 Fertilizer

1. **Approval of Material:** Fertilizer will be approved prior use. Materials will be approved by the Qualified Products List or Request for Approval of Material (DOT Form 350-071). If there is a question on the intended use of the fertilizer, contact the State Horticulturist or the Region Landscape office.
2. **Preliminary Samples:** A preliminary sample of the material will be required only if requested on Request for Approval of Material (DOT Form 350-071).
3. **Acceptance:**
 - a. Fertilizer for General Use. Fertilizer may be accepted based on approval of material and chemical content shown on container labels meeting contract requirement. No fertilizer shall be used from unidentified or unlabeled containers.
 - b. Fertilizer for Erosion Control. For Erosion Control on projects with total quantities less than 5 acres, acceptance of fertilizer may be made by verification of the components based on stamped or printed bag analysis. Projects involving 5 acres or more shall require a certified analysis of each component furnished meeting the requirements of a Manufacturer's Certificate of Compliance (section 1-06.3 of the Standard Specification).
 - c. Fertilizer for Landscaping. Fertilizer for landscaping projects may be accepted on the basis of examination of the labeled contents for conformance to the project specifications.
4. **Field Inspection:** Field verify per section 9-1.5C of this manual. Each individual sack must be labeled as to its contents, which must meet the requirements specified in the special provisions. All bags must be unopened prior to use on the project. Most fertilizers specified contain ureaform (38-0-0) which is blue-green in color, which makes that component's presence easy to identify. Retain label showing analysis for contract records.
5. **Specification Requirements:** See *Standard Specifications* Section 9-14.3. Review contract documents to determine if supplemental specifications apply.

9-4.48 Mulch

1. **Approval of Material:** Approval of materials is required prior to use. Materials will be approved by the Qualified Products List or Request for Approval of Material (DOT Form 350-071). If approval is by QPL, be certain to verify that the product is in fact qualified for its intended use, and the product is listed under the appropriate specification.
2. **Preliminary Samples:** A preliminary sample of the material will be required only if requested on Request for Approval of Material (DOT Form 350-071).

3. **Acceptance:** Material may be accepted as described below for the different types of mulch:
 - a. Straw — Visual inspection
 - b. Wood Cellulose Fiber — Manufacturer's Certificate of Compliance
 - c. Bark or wood chips— Field gradation test (WSDOT Test Method 123)
 - d. Bonded Fiber Matrix / Mechanically Bonded Fiber Matrix – Catalog Cut
 - e. Tackifier — Catalog Cut
 - f. Compost — Satisfactory test report from an independent STA program certified laboratory, documentation stating that the compost facility is STA certified, waste handling permit, etc. see contract provisions. To purchase Solvita Compost Maturity Test Kits for field office use contact: Woods End Research Laboratory, Inc. Box 297, Mount Vernon, Maine 04352 (207)-293-2457 E-mail: info@woodsend.org
4. **Field Inspection:** Field verify per Section 9-1.5C of this manual. A visual inspection shall be made to ensure uniformity of the mulch. Also check for detrimental contamination.
5. **Specification Requirements:** See *Standard Specifications* Section 9-14.4. Review contract documents to determine if supplemental specifications apply.

9-4.49 Irrigation System

1. **Approval of Material:** Approval of materials is required prior to use. Materials will be approved by the Qualified Products List or Request for Approval of Material (DOT Form 350-071). If approval is by QPL, be certain to verify that the product is in fact qualified for its intended use, and the product is listed under the appropriate specification. If approval action is being requested via the RAM process, attach Catalog Cuts or other appropriate documents, using proper transmittal, to assist RAM Engineer in the approval process.
2. **Preliminary Samples:** A preliminary sample of the material will be required only if requested on Request for Approval of Material (DOT Form 350-071).
3. **Acceptance:** The irrigation system material, when approved as noted above, may be accepted in the field by verifying that the materials placed on the job are the same make model, lot, batch, size, color, blend, etc. that was approved. In addition the following materials will need appropriate documentation and transmittals as noted below:
 - a. PVC Water Pipe – Manufacturer's Certificate of Compliance
 - b. Polyethylene Pipe – Manufacturer's Certificate of Compliance
 - c. Galvanized Iron Pipe – Manufacturer's Certificate of Compliance

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