



*Prepared for:*

**City of Fife**  
**5411 23<sup>rd</sup> Street East**  
**Fife, WA 98424**

**CONTRACT DOCUMENTS**  
**FOR**

# **Wapato Creek Wetland and Stream Mitigation Phase I**

State Aid No. FMSIB-0450(002)

*Prepared by:*

BergerABAM, Inc.  
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**June 2014**

**CERTIFICATE OF ENGINEER**

The technical material and data contained in these Specifications for the Wapato Creek Wetland Mitigation and Stream Relocation project were prepared under the supervision and direction of the undersigned, whose seal, as a Professional Engineer licensed to practice as such, is affixed below.



Approved by: Robert L. Fernandes  
Robert L. Fernandes, P.E., S.E.  
BergerABAM, Inc.

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## **LEGAL DOCUMENTS**

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## LEGAL DOCUMENTS

### ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids will be received by the City of Fife at Fife City Hall up to the hour of **10:00 a.m.** on **July 16, 2014** for the **Wapato Creek Wetland Mitigation and Stream Relocation** and will then be opened and publicly read.

The work involved in the **Wapato Creek Wetland Mitigation and Stream Relocation** includes the construction of wetlands and relocation of a portion of Wapato Creek, construction of road and pond embankment, plantings with a plant establishment requirement, construction of a detention basin with structures and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

This project uses State and local funds only. No Federal funds are involved.

Prevailing wage requirements are in effect.

Bid proposals will be received only at Fife City Hall located at 5411 23rd Street East, Fife, Washington. Proposals received after **10:00 a.m.**, on **July 16, 2014** will not be considered.

**Bid documents, plans, and specifications may be accessed on the Builders Exchange of Washington website:**

**bxwa.com**

The documents are also available on the City of Fife's website:

[http://www.cityoffife.org/?p=city\\_departments&a=public\\_works&b=current\\_projects](http://www.cityoffife.org/?p=city_departments&a=public_works&b=current_projects)

The City of Fife reserves the right to reject any or all bids and to waive irregularities in the bid or in the bidding.

No Bidder may withdraw his/her proposal after **10:00 a.m. July 16, 2014** or before award of Contract, unless said award is delayed for a period exceeding sixty (60) days.

Published:

*Tacoma News Tribune*

**June 26 & July 3, 2014**

## **INSTRUCTION TO BIDDERS**

### **I. Execution of Contract**

#### **A. Execution of Contract:**

1. Within 10 days after the date the lowest qualified Bidder receives notification of award, the lowest qualified Bidder shall execute and return the Contract and the required number of copies and shall furnish a performance and payment bond and insurance.
2. At the time of bid submittal, the Contractor shall notify the City in writing of the names of all proposed subcontractors and materials suppliers for the work.

#### **B. Performance Bond/Payment Bond:**

1. To be furnished at the time of delivery of the executed Contract.
2. To be in full amount of Contract price.
3. The surety must be authorized to do business in the state of Washington and be satisfactory to the City. Each bond must be approved in writing by the City Attorney.

#### **C. Contract Insurance:**

1. Work under the Contract shall not commence until the City has approved the Contractor's insurance. No subcontractors shall commence work until the City has approved the subcontractor's insurance.
2. The Contractor and subcontractors shall obtain and maintain Workman's Compensation Insurance during the life of this Contract.
3. Contractor specifically waives its immunity under Title 51 of the Revised Code of Industrial Insurance Act for injuries to its employees, and indemnifies the City from liability for the action brought by those employees.

### **II. Legal Wages on Public Works**

#### **A. Statement of Intent to Pay Prevailing Wages:**

1. The Contractor shall submit a Statement for the Contractor and each and every subcontractor to the Industrial Statistician of the Department of Labor and Industries for approval. A \$40.00 fee payable to the Department of Labor and Industries shall be included for each statement submitted. Should force account work be authorized by the City, the Contractor shall, at his/her own expense, provide the City with a new statement of Intent to Pay Prevailing Wages if any changes have occurred since the issuance of the original Intent to Pay Prevailing Wages was filed.
2. For contracts in excess of \$10,000, the Contractor shall post in a location readily visible to workers at the job site:

- a. A copy of the approved statement of Intent to Pay Prevailing Wages (Labor and Industries [L & I] Form F700-029-000).
  - b. The address and telephone number of the Industrial Statistician of the Department of Labor and Industries.
3. The statement of Intent to Pay Prevailing Wages shall include the Contractor's registration certificate number or UBI number and prevailing rate of wage for each classification of workers entitled to prevailing wages. Self-employed or owner/operator contractors or subcontractors who perform the actual work will be required to submit a statement regardless of the method of payment.
- B. Affidavit of Wages Paid: Following final acceptance of the Project, the Contractor shall submit, for the Contractor and each and every subcontractor, an Affidavit of Wages Paid (L & I Form F700-007-000) form to the Industrial Statistician of the Department of Labor and Industries for approval. A \$40.00 fee payable to the Department of Labor and Industries shall be included for each statement submitted. Self-employed or owner/operator contractors or subcontractors who perform the actual work will be required to submit an affidavit regardless of the method of payment.

### **III. Contract Payments**

- A. Progress payments, as permitted by the specifications, will be made by the City as work is accomplished. No payments will be made until a certified Intent to Pay Prevailing Wages for the Contractor and all subcontractors has been received by the City.
- B. There will be reserved and retained from moneys earned by the Contractor, as determined by the progress estimates, a sum equal to five percent (5%) of such estimates. The retainage may be placed in an escrow or interest bearing account at the Contractor's request.
- C. When all work has been completed to the satisfaction of the Department of Public Works, the final payment less retainage will be paid.
- D. After acceptance of the contract work by the City Council, a Notice of Completion of Public Work Contract will be forwarded to the State Department of Revenue. The retainage will be held until approval of release from the State has been received or a 60-day period has elapsed, whichever is longer. No retainage may be released until the Affidavit of Wages Paid for Contractor and subcontractors is on file with the City; the City has received from the Department of Revenue a certificate that all taxes, increases, and penalties due have been paid (RCW 60.28.050).
- E. After acceptance of the Project by the City Council, a Certificate of Completion will be issued by the City and forwarded to the Contractor. The Certificate will state the warranties and/or guarantees required by the Contract Documents. The issuance will signify the starting and completion of all warranties as may be required.
- F. One month prior to expiration of the warranties and/or guarantees, the Public Works Department will conduct a final inspection of the Project. The Contractor will be notified of any material installed or item of work that has

failed in accordance with said warranties and/or guarantees. The Contractor will repair said failures within ten (10) working days after notification.

## **BIDDER'S CHECKLIST**

The following forms and information must be turned in at the time of the Bid opening:

1. Proposal (page L-6), certify receipt of addenda (if any) in the space provided in the second paragraph.
2. Statement of Bidder's Qualifications (pages L-7 and L-8).
3. Noncollusion Certificate (page L-9), notary required.
4. Certificate as to Corporate Principal (page L-10), notary required.
5. Bid Bond Form (page L-11), attach Power of Attorney.
6. Payment Base Bid (pages L-12 through L-14).
7. Contract (pages L-15 through L-18).
8. Performance & Payment Bond with Guaranty (pages L-19 through L-24).
9. Statement verifying acknowledgement of project permitting conditions (page L-25).

**PROPOSAL**

City of Fife  
5411 23rd Street E  
Fife, Washington 98424

Project: **Wapato Creek Wetland  
Mitigation and Stream  
Relocation**

Date: \_\_\_\_\_

**Total Bid Amount Including Tax:** \_\_\_\_\_ (from payment schedule)

The undersigned, as Bidder, declare that we have personally examined the Project site in the City of Fife, and all of the plans, specifications, and Contract Documents herein contained, and that we will contract with the City of Fife on the form of agreement provided herewith to do everything necessary to perform and complete construction called for in the Contract for the construction of the Project listed above, at the price and on the terms and conditions herein contained in the Contract Documents. Total price for the Contract has been written in words followed by numbers in parentheses.

We agree that the following shall form a part of this proposal: Statement of Bidders Qualifications, Bid Schedule, Proposed Subcontractors, Non-Collusion Certificate, and Certificate as to Corporate Principal. We acknowledge that addenda numbers \_\_\_\_\_ to \_\_\_\_\_ have been delivered to us and have been examined as part of the Contract Documents.

Attached is a proposal guaranty bond duly completed by a guaranty company authorized to carry on business in the state of Washington in the amount of at least five percent (5%) of the total amount of our proposal.

If our proposal is accepted, we agree to sign the Contract and to furnish the performance bond and the required evidence of insurance within ten (10) calendar days after receiving written notice of the award of the Contract. We acknowledge that the City of Fife may forfeit our bid deposit as liquidated damages in the event of our non-compliance with the requirements of this paragraph.

The Bidder agrees to prosecute the work in accordance with this Document and the Contract Documents. Bidder further agrees to complete the Project within the allotted time as specified in the Contract.

The Bidder understands that the Owner reserves the right to reject any and all proposals, as well as increase or decrease the scope of work, in accordance with Section 1-04 of the 2014 WSDOT *Standard Specifications for Road, Bridge, and Municipal Construction*.

_____	_____
Bidder	Telephone
_____	_____
By Authorized Official	
_____	_____
_____	_____
Date	
_____	_____
Contractor's Registration No.	Business Address

**All blank lines must be filled in to constitute a completed Bid Form.**

**STATEMENT OF BIDDER'S QUALIFICATIONS**

Each Contractor bidding on work included in these Contract Documents shall prepare and submit the following data:

1. Name of Bidder: \_\_\_\_\_

2. Business Address: \_\_\_\_\_

3. How many years have you been engaged in the contracting business under the present firm name?

\_\_\_\_\_  
\_\_\_\_\_

4. Number of contracts now in hand: \_\_\_\_\_ Total value of contracts: \$ \_\_\_\_\_

5. List of more important projects completed by your Company including approximate costs:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. List your major equipment: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Key personnel to be assigned to project and experience: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

8. References:

Name and License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Phone Number: \_\_\_\_\_

9. Bank References:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Phone Number: \_\_\_\_\_

10. State of Washington Contractor Registration No.: \_\_\_\_\_

11. Expiration date of Contractor's Registration: \_\_\_\_\_

12. Contractor's Surety or Bonding Company: \_\_\_\_\_

13. Contractor's Agent's Address and Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
14. List all jobs under construction, being completed, or contracted to start.

<u>Project Name</u>	<u>Contact Person</u>	<u>Phone Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

15. Does the Contractor have the resources to start immediately? \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature/Title



**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor in Agreement attached hereto; that \_\_\_\_\_ who signed said Agreement on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

being duly sworn deposes and says that he is \_\_\_\_\_ of \_\_\_\_\_.

(Name of Organization)

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My commission expires: \_\_\_\_\_, \_\_\_\_\_.

**BID BOND FORM**

Herewith find deposit in the form of a certified check, cashier's check, cash or bid bond, in the amount of \$ \_\_\_\_\_ (\$ \_\_\_\_\_), which is not less than five percent (5%) of the total bid.

Sign here \_\_\_\_\_  
.....

**BID BOND**

KNOW ALL PEOPLE BY THESE PRESENTS:

That I/we, \_\_\_\_\_ as Principal,

and that I/we, \_\_\_\_\_ as Surety,

are held firmly bound unto the City of Fife, Washington, as Obligee, in the penal sum of \$ \_\_\_\_\_ (\$ \_\_\_\_\_), for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for the **Wapato Creek Wetland Mitigation and Stream Relocation**, according to the terms of the proposal or bid made by the Principal thereto, and the Principal shall duly make and enter into a Contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

Signed, sealed, and dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

Note: Power of Attorney shall be attached.

\_\_\_\_\_  
Attorney in Fact

.....  
Received return deposit in the sum of \$ \_\_\_\_\_ (\$ \_\_\_\_\_).

Bond No.: \_\_\_\_\_

**City of Fife**  
**Wapato Creek Wetland and Stream Mitigation Phase I**

NOTE: Unit prices for all items, all extensions and total amount must be shown in ink or typewritten. Show unit prices in figures only. Completely fill out each line item.

ITEM NO.	BASE BID ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
<b>Section 1: Preparation</b>					
1	Mobilization	1	LS	\$	\$
2	Clearing and Grubbing	10.00	AC	\$	\$
3	Roadway Surveying	1	LS	\$	\$
4	Minor Change	1	CALC	Force Account	\$25,000.00
<b>Section 2: Grading</b>					
5	Site Excavation and Haul	15,178	CY	\$	\$
6	Unsuitable Foundation Excavation Incl. Haul	67,356	CY	\$	\$
7	Embankment Compaction	15,178	CY	\$	\$
8	Wetland Excavation Zone E Including Haul	8,981	CY	\$	\$
<b>Section 4: Surfacing</b>					
9	Streambed Gravel	540	TON	\$	\$
<b>Section 17: Erosion Control and Planting</b>					
10	Silt Fence	2,374	LF	\$	\$
11	High Visibility Fence	3,370	LF	\$	\$
12	ESC Lead	40	DAY	\$	\$
13	Temporary Seeding	2.2	ACRE	\$	\$
14	Wetland Seed Mix	13	ACRE	\$	\$
15	Compost Blanket 4 Inches Thick	13	ACRE	\$	\$
16	Topsoil Type B	3,327	CY	\$	\$
17	Rototilling – 8 Inch Depth	60,840	SY	\$	\$
18	Stabilized Construction Entrance	540	SY	\$	\$
19	Street Cleaning	500	HOUR	\$	\$
20	Wattle	1,882	LF	\$	\$
21	Inlet Protection	2	EA	\$	\$

22	Erosion/Water Pollution Control	1	FA	Force Account	\$80,000.00
23	PSIPE – Acer Macrophyllum/Big Leaf Maple, 1 Gal. Cont.	604	EA	\$	\$
24	PSIPE – Pseudotsuga Menziesii/Douglas Fir, 1 Gal. Cont.	403	EA	\$	\$
25	PSIPE – Thuja Plicata/Western Red Cedar, 1 Gal. Cont.	1,745	EA	\$	\$
26	PSIPE – Prunus Emarginata/Bitter Cherry, 1 Gal. Cont.	403	EA	\$	\$
27	PSIPE – Acer Circinatum/Vine Maple, 1 Gal. Cont.	4,835	EA	\$	\$
28	PSIPE – Gaultheria Shannon/Salal, 1 Gal. Cont.	2,417	EA	\$	\$
29	PSIPE – Oemieria Cerasiformis/Indian Plum, 1 Gal. Cont.	2,417	EA	\$	\$
30	PSIPE – Sambucus Racemosa/Red Elderberry, 1 Gal. Cont.	3,223	EA	\$	\$
31	PSIPE – Symphoricarpos Albus/Common Snowberry, 1 Gal. Cont.	3,223	EA	\$	\$
32	PSIPE – Salix Lucida/Pacific Willow, 1 Gal. Cont./Live Stake	1,521	EA	\$	\$
33	PSIPE – Populus Balsamifera/Black Cottonwood, 1 Gal. Cont.	854	EA	\$	\$
34	PSIPE – Malus Fusca/Western Crabapple, 1 Gal. Cont.	4,555	EA	\$	\$
35	PSIPE – Lonicera Involucrata/Black Twinberry, 1 Gal. Cont.	9,083	EA	\$	\$
36	PSIPE – Cornus Sericea/Red Twig Dogwood, 1 Gal. Cont.	7,563	EA	\$	\$
37	PSIPE – Ribes Lacusre/Black Gooseberry, 1 Gal. Cont.	5,694	EA	\$	\$
38	PSIPE – Carex Obnubta/Slough Sedge, Bare Root/Plug	30,839	EA	\$	\$
39	PSIPE – Scirpus Microcarpus/Small Fruited Bulrush, Bare Root/Plug	20,559	EA	\$	\$
40	PSIPE – Eleocharis Palustris/Common Spikerush, Bare Root/Plug	20,559	EA	\$	\$
41	PSIPE – Juncus Ensifolius/Daggerleaf Rush, Bare Root/Plug	30,839	EA	\$	\$
42	PSIPE – Fraxinus Latifolia/Pacific Willow, 1 Gal. Cont./Live Stake	286	EA	\$	\$
43	PSIPE – Physocarpus Capitatus/Pacific Ninebark, 1 Gal. Cont.	1,487	EA	\$	\$
44	PSIPE – Salix Sitchensis/Sitka Willow, 1 Gal. Cont./Live Stake	1,869	EA	\$	\$
45	Plant Establishment – Second Year	1	FA	Force Account	\$10,000.00
46	Bark or Wood Chip Mulch	530	CY	\$	\$
47	Tree Protection Device	52,182	EA	\$	\$
48	Irrigation System	1	LS	\$	\$

49	Large Woody Debris	66	EA	\$	\$
50	SPCC Plan	1	LS	\$	\$
<b>Section 19: Other Items</b>					
51	Roadside Cleanup	1	FA	Force Account	\$5,000.00
52	Decommission Monitoring Well	1	EA	\$	\$
<b>Base Bid Total</b>					<b>\$</b>



description of how the work will be performed, the work shall be performed in accordance with standard trade practices.

**2. Date of Commencement and Physical Completion Date.** The Contractor shall physically complete the Project within **80 working days** from receipt of the Notice to Proceed.

**3. Contract Sum.** Subject to additions and deductions by change order, the contract sum is the bid amount of \$\_\_\_\_\_, including applicable tax. The contract sum shall include all items and services necessary for the proper execution and completion of the Project.

**4. Liquidated Damages.** Timely performance and completion of the work is essential to the Contracting Agency and time limits are of the essence. In the event Contractor fails to physically complete the work in 80 working days, plus any authorized extensions thereof, the Contractor shall pay Contracting Agency liquidated damages of \$1,000.00 for each calendar day of delay in physical completion of the work. In addition, the Contractor agrees to pay an additional amount of liquidated damages to the Contracting Agency in the amount of \$25,000.00 for failing to complete all required work below the ordinary high water mark of Wapato Creek prior to October 1, 2014. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire contract.

**5. Changes.** After execution of the Contract, changes in the Project may be accomplished by change order. Owner, without invalidating the Contract, may order changes in the Project within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract completion date being adjusted accordingly. Change orders shall be in writing signed by the parties.

**6. Payment and Performance Bond.** Contractor shall make, execute, and deliver a good and sufficient bond equal to the amount of the full contract price with a surety company as surety, conditioned that Contractor shall faithfully perform all the provisions of this contract and pay all laborers, mechanics, and subcontractors and material men and all persons who supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, in the form included in the bid documents. This bond shall be filed with the Owner. The surety must agree to be bound by the laws of the State of Washington and subject to the jurisdiction of the State of Washington.

**7. Permits, Fees, Notices, and Compliance with Laws.**

7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all permits, fees, licenses and inspections by governmental agencies necessary for the proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

7.2 Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules, and regulations, and lawful orders of public authorities applicable to performance of the Work.

7.3 Contractor shall obtain a City of Fife business license pursuant to the provisions of Chapter 5.01 FMC prior to receipt of written Notice to Proceed.

**8. Termination of Contract.** This Contract may be terminated by Owner at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to Owner resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by Owner in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by Owner by reason of such default.

**9. Warranty** Contractor warrants that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required and permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract. The Contractor further agrees to correct any defects in materials, workmanship, or installation of the Work which shall develop or be discovered within one (1) year after final acceptance of the Work.

**10. Indemnification/Hold Harmless.** The Contractor shall defend, indemnify and hold Owner, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of Owner. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and Owner, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**11. Independent Contractor.** Contractor is and shall be at all times during the term of this Agreement an independent contractor.

**12. Disputes.** Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in Pierce County Superior Court.

**13. Attorneys Fees.** In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys fees from the other party.

**14. Extent of Agreement/Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

OWNER:  
CITY OF FIFE

CONTRACTOR:

By: \_\_\_\_\_  
David K. Zabell, City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PERFORMANCE & PAYMENT BOND WITH GUARANTY**

Name of Project: **Wapato Creek Wetland Mitigation and Stream Relocation**

Contractor (Principal) \_\_\_\_\_

Project/Contract # \_\_\_\_\_

Surety \_\_\_\_\_

Bond Amount \$ \_\_\_\_\_

Bond # \_\_\_\_\_

1. Date and Parties

This performance and payment bond with guaranty is dated, for reference purposes only, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and is executed by \_\_\_\_\_, as Principal(s), and \_\_\_\_\_, as Surety.

2. General Recitals

A. Principal has entered into a public works contract (the "Contract") with the City of Fife for certain work described as follows:

**Wapato Creek Wetland Mitigation and Stream Relocation**

(the "Work").

B. This bond is furnished in accordance with RCW 39.08 to secure faithful performance of the Contract and payment of all persons covered under RCW 39.08.010.

3. Bond Amount

The Principal and the Surety agree and do jointly and severally bind themselves, their heirs, executors, administrators, and assigns, unto the City in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

4. Agreement to Perform

A. Principal, his or its heirs, executors, administrators, successors, or assigns, shall abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of the Contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all

duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified.

B. Principal shall pay all laborers, mechanics, and subcontractors and material suppliers, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such Work.

C. The Principal further agrees to correct any defects in materials, workmanship, or installation of the Work which shall develop or be discovered within one (1) year after final acceptance of the Work.

#### 5. Indemnity Agreement

A. The Principal hereby agrees to indemnify and hold the City harmless from any and all claims that may be made against the City resulting directly or indirectly from any action or inaction of the Principal or his agents, employees or independent contractors relating directly or indirectly to work performed or to be performed under the terms of this agreement. This indemnity and hold harmless shall include City Costs related to defending against said claims, or in enforcing the terms of this agreement.

B. For purposes of this document, the term “City Costs” shall mean all City expenditures, obligations or debt incurred, including, but not limited to: construction, labor, equipment and material costs; City staff time; legal consultant fees; engineering consultant fees; financial consultant fees; publication, service or process and filing fees; mailing fees; cost of right-of way, real property and easement acquisition; and fees and costs to other governmental jurisdictions, that are made or incurred by the City, whether or not legal action is commenced.

#### 6. Obligation of Surety

A. If the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) fails to abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, or fails to faithfully perform any of the provisions of the Contract or fails to well and truly perform and fulfill any of the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, then the Surety shall be liable to the City for City Costs resulting from said failure to perform, but not to exceed the Bond amount.

B. If the Principal (or any subcontractors or lower tier subcontractors of the Principal) fails to pay any laborers, mechanics, or subcontractors or material suppliers, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such Work, then the Surety shall be liable to the City for City Costs resulting from such failure to pay and to the persons covered by RCW 39.08.010, but not to exceed the Bond amount.

C. If the Principal fails to correct any defects in materials, workmanship, or installation of the Work which shall develop or be discovered within one (1) year after final acceptance of the Work, then the Surety shall be liable to the City for City Costs resulting from such failure, but not to exceed one tenth of the Bond amount.

D. The Surety agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any change, extension of tie, alterations or additions to the terms of the Contract or the Work or to the specifications.

E. The Surety agrees that modifications and changes may be made in the terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid to the Principal shall automatically increase the obligation of the Surety on this Bond in a like amount. However, such increase shall not exceed twenty-five percent (25%) of the original amount of this Bond without the consent of the Surety.

7. Address for Notices

All notices required hereunder shall be considered properly delivered when personally delivered, when received by facsimile, or on the third day following mailing, postage prepaid, certified mail, return receipt requested, to:

Principal:

Surety:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street address

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City, State and zip code

\_\_\_\_\_  
City, state and zip code

\_\_\_\_\_  
Facsimile number

\_\_\_\_\_  
Facsimile number

8. Default

A. If the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) fails to faithfully, fully, and timely perform the Contract or any amendments thereto as required hereunder, or fails to pay any laborers, mechanics, or subcontractors or material suppliers, or any persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such Work, then the City shall notify the Principal and the Surety that such failures must be cured to the satisfaction of the City Public Works Department within seven days from the date of the Notice, or such longer time as may be determined by the City Public Works Director. If the failures are not so cured and approved within the period stated in the notice then the Surety, upon written demand by the City, shall immediately tender to the City the full amount of the Bond (less any amount previously paid to claimants in accordance with

RCW 39.08) and the City will complete the Work and/or make the payments, as the case may be, deduct from the amount tendered the City Costs, and refund the remainder, if any, to the Surety.

B. If the Principal fails to correct any defects in materials, workmanship, or installation of the Work, as required hereunder, then the City shall notify the Principal and Surety that the Work must be corrected to the satisfaction of the City Public Works Department within seven days from the date of the Notice, or such longer time as may be determined by the City Public Works Director. If the Work is not corrected and approved within the period stated in the notice, then the Surety, upon written demand by the City, shall immediately tender to the City one tenth of the Bond amount (or the total amount remaining on the Bond whichever is less), and the City will correct the Work, and deduct from the amount tendered the City Costs. The City shall retain the remainder until the end of the warranty period. If at the end of the warranty period the tendered monies have not been expended for City Costs associated with correction of Work, then the remaining amount shall be refunded to the Surety.

C. If the amount of the Bond is inadequate to pay for City Costs, either because the City Costs exceed the Bond amounts or the Surety is no longer solvent or fails to timely tender the appropriate amount, then the City shall forthwith notify the Principal and he shall tender the deficiency to the City within five days of said notification. If the City commences legal action to collect said deficiency then the prevailing party in said legal action shall be entitled to judgment for their reasonable costs and attorney fees incurred therein. Each Principal is jointly and severally liable for the obligations set forth herein.

9. Action by Claimants.

A. All such persons mentioned in RCW 39.08.010 shall have a right of action in his, her, or their own name or names on the Bond for work done by such laborers or mechanics, and for materials furnished or provisions and goods supplied and furnished in the prosecution of the Work: PROVIDED, That such persons shall not have any right of action on this Bond for any sum whatever, unless within thirty days from and after the completion of the Contract with an acceptance of the Work by the City Council, the laborer, mechanic or subcontractor, or material supplier, or person claiming to have supplied materials, provisions or goods for the prosecution of such Work, shall present to and file with the City a notice in writing in accordance with RCW 39.08.030.

B. Every person, firm or corporation furnishing materials, supplies or provisions to be used in the construction, performance, carrying on, prosecution or doing of any of the Work, shall, not later than ten days after the date of the first delivery of such materials, supplies or provisions to any subcontractor or agent of any person, firm or corporation having a subcontract for the construction, performance, carrying on, prosecution or doing of such Work, deliver or mail to the Principal a notice in writing stating in substance and effect that such person, firm or corporation has commenced to deliver materials, supplies or provisions for use thereon, with the name of the subcontractor or agent ordering or to whom the same is furnished and that the Principal and the Bond will be held for the payment of the same, and no suit or action shall be maintained in any court against the Principal or this Bond to recover for such material, supplies or provisions or any part thereof unless the provisions of this section and RCW 39.08.065 have been complied with.

10. Modification.

This document cannot be modified, nor the obligations created hereunder terminated, without the City's express written consent.

11. Governing Law--Venue.

Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in Pierce County Superior Court.

PRINCIPAL:

SURETY:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

PRINCIPAL:

\_\_\_\_\_

Accepted by the City this \_\_\_\_ day of

By: \_\_\_\_\_

\_\_\_\_\_, 20\_\_.

Title \_\_\_\_\_

By: \_\_\_\_\_

Title \_\_\_\_\_

*[Power of Attorney must be attached to Bond]*

### **Acknowledgement of Project permitting Conditions**

There are extensive and numerous federal and state permit conditions associated with this project. Copies of the federal and state permits and/or environmental approvals are included in their entirety in Appendix C.

The Bidder is required to read and understand all of these project conditions. The Bidder shall comply with all permit and environmental conditions. It is the City of Fife's intent to include the cost of all permit and environmental compliance in the various project bid items. Any work that is required by permit and/or environmental conditions which are not specifically covered by a bid item is considered incidental to the contract, unless those items are brought to the attention of the City of Fife a minimum of two weeks prior to bid opening.

The Bidder hereby acknowledges that he/she has read all of the permit and environmental conditions and confirms that the cost of those items are included in their bid.

---

Bidder

Date

**AMENDMENTS TO THE  
STANDARD SPECIFICATIONS**

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## **INTRODUCTION**

The following Amendments and Special Provisions shall be used in conjunction with the 2014 Standard Specifications for Road, Bridge, and Municipal Construction.

### **AMENDMENTS TO THE STANDARD SPECIFICATIONS**

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

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

#### **Section 1-02, Bid Procedures and Conditions April 7, 2014**

##### **1-02.8(1) Noncollusion Declaration**

The third paragraph is revised to read:

Therefore, by including the Non-collusion Declaration as part of the signed bid Proposal, the Bidder is deemed to have certified and agreed to the requirements of the Declaration.

#### **Section 1-03, Award and Execution of Contract March 3, 2014**

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

The last word of item 3 is deleted.

Item 4 is renumbered to 5.

The following is inserted after item 3 (after the preceding Amendments are applied):

4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and

#### **Section 1-04, Scope of the Work April 7, 2014**

##### **1-04.4 Changes**

In the third paragraph, item number 1 and 2 are revised to read:

- a. When the character of the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
- b. When an item of Work, as defined elsewhere in the Contract, is increased in excess of 125 percent or decreased below 75 percent of the original Contract quantity. For the purpose of this Section, an item of Work will be defined as any item that qualifies for adjustment under the provisions of Section 1-04.6.

## **Section 1-07, Legal Relations and Responsibilities to the Public**

### **January 6, 2014**

#### **1-07.2 State Taxes**

This section is revised to read:

The Washington State Department of Revenue has issued special rules on the state sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contracting Agency will not adjust its payment if the Contractor bases a Bid on a misunderstood tax liability.

The Contracting Agency may deduct from its payments to the Contractor, retainage or lien the bond, in the amount the Contractor owes the State Department of Revenue, whether the amount owed relates to the Contract in question or not. Any amount so deducted will be paid into the proper State fund on the contractor's behalf. For additional information on tax rates and application refer to applicable RCWs, WACs or the Department of Revenue's website.

#### **1-07.2(1) State Sales Tax: Work Performed on City, County, or Federally-Owned Land**

This section including title is revised to read:

##### **1-07.2(1) State Sales Tax: WAC 458-20-171 – Use Tax**

For Work designated as Rule 171, **Use Tax**, the Contractor shall include for compensation the amount of any taxes paid in the various unit Bid prices or other Contract amounts. Typically, these taxes are collected on materials incorporated into the project and items such as the purchase or rental of; tools, machinery, equipment, or consumable supplies not integrated into the project.

The Summary of Quantities in the Contract Plans identifies those parts of the project that are subject to **Use Tax** under Section 1-07.2(1).

#### **1-07.2(2) State Sales Tax: Work on State-Owned or Private Land**

This section including title is revised to read:

##### **1-07.2(2) State Sales Tax: WAC 458-20-170 – Retail Sales Tax**

For Work designated as Rule 170, **Retail Sales Tax**, the Contractor shall collect from the Contracting Agency, **Retail Sales Tax** on the full Contract price. The Contracting Agency will automatically add this **Retail Sales Tax** to each payment to the Contractor and for this reason; the Contractor shall not include the **Retail Sales Tax** in the unit Bid prices or in any other Contract amount. However, the Contracting Agency will not provide additional compensation to the Prime Contractor or Subcontractor for **Retail Sales Taxes** paid by the Contractor in addition to the **Retail Sales Tax** on the total contract amount. Typically, these taxes are collected on items such as the purchase or rental of; tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit Bid prices or in any other Contract amounts.

The Summary of Quantities in the Contract Plans identifies those parts of the project that are subject to **Retail Sales Tax** under Section 1-07.2(2).

### **1-07.2(3) Services**

This section is revised to read:

Any contract wholly for professional or other applicable services is generally not subject to **Retail Sales Tax** and therefore the Contractor shall not collect **Retail Sales Tax** from the Contracting Agency on those Contracts. Any incidental taxes paid as part of providing the services shall be included in the payments under the contract.

## **Section 1-08, Prosecution and Progress May 5, 2014**

### **1-08.1 Subcontracting**

The eighth paragraph is revised to read:

On all projects, the Contractor shall certify to the actual amounts paid to Disadvantaged, Minority, Women's, or Small Business Enterprise firms that were used as Subcontractors, lower tier subcontractors, manufacturers, regular dealers, or service providers on the Contract. This Certification shall be submitted to the Project Engineer on a monthly basis each month between Execution of the Contract and Physical Completion of the contract using the application available at:  
<https://remoteapps.wsdot.wa.gov/mapsdata/tools/dbeparticipation>. The monthly report is due 20 calendar days following the end of the month. A monthly report shall be submitted for every month between Execution of the Contract and Physical Completion regardless of whether payments were made or work occurred.

The ninth paragraph is deleted.

## **Section 1-10, Temporary Traffic Control April 7, 2014**

### **1-10.1(1) Materials**

The following material reference is deleted from this section:

Barrier Drums 9-35.8

### **1-10.1(2) Description**

The first paragraph is revised to read:

The Contractor shall provide flaggers, and all other personnel required for labor for traffic control activities and not otherwise specified as being furnished by the Contracting Agency.

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

In the third paragraph, the first two sentences are revised to read:

The primary and alternate TCS shall be certified by one of the organizations listed in the Special Provisions. Possession of a current Washington State TCS card and flagging card by the primary and alternate TCS is mandatory.

### **1-10.2(1)B Traffic Control Supervisor**

The first paragraph is revised to read:

A Traffic Control Supervisor (TCS) shall be present on the project whenever flagging or other traffic control labor is being utilized or less frequently, as authorized by the Engineer.

The last paragraph is revised to read:

The TCS may perform the Work described in Section 1-10.3(1)A Flaggers or in Section 1-10.3(1)B Other Traffic Control Labor and be compensated under those Bid items, provided that the duties of the TCS are accomplished.

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

The first paragraph is revised to read:

The traffic control plan or plans appearing in the Contract documents show a method of handling vehicle, bicycle, and pedestrian traffic. All construction signs, flaggers, and other traffic control devices are shown on the traffic control plan(s) except for emergency situations. If the Contractor proposes adding the use of flaggers to a plan, this will constitute a modification requiring approval by the Engineer. The modified plans shall show locations for all the required advance warning signs and a safe, protected location for the flagging station. If flagging is to be performed during hours of darkness, the plan shall include appropriate illumination for the flagging station.

In the second paragraph, the second sentence is revised to read:

Any Contractor-proposed modification, supplement or replacement shall show the necessary construction signs, flaggers, and other traffic control devices required to support the Work.

### **1-10.3(1) Traffic Control Labor**

The first paragraph is revised to read:

The Contractor shall furnish all personnel for flagging, for the execution of all procedures related to temporary traffic control and for the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations.

#### **1-10.3(1)A Flaggers and Spotters**

This section's title is revised to read:

##### **Flaggers**

The first paragraph is revised to read:

Flaggers shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. The flagging card shall be immediately available and shown to the Contracting Agency upon request.

The last paragraph is deleted.

### **1-10.3(1)B Other Traffic Control Labor**

This section is revised to read:

In addition to flagging duties, the Contractor shall provide personnel for all other traffic control procedures required by the construction operations and for the labor to install, maintain and remove any traffic control devices shown on Traffic Control Plans.

### **1-10.3(3)B Sequential Arrow Signs**

This section is supplemented with the following sentence:

When used in the caution mode, the four corner mode shall be used.

### **1-10.3(3)F Barrier Drums**

This section including title is deleted in its entirety and replaced with the following:

#### **1-10.3(3)F Vacant**

### **1-10.3(3)K Portable Temporary Traffic Control Signs**

The fifth paragraph is revised to read:

The Project Engineer or designee will inspect the signal system at initial installation/operation and approve the signal timing. Final approval will be based on the results of the operational inspection.

### **1-10.4(2) Item Bids With Lump Sum for Incidentals**

In the second paragraph, the first and second sentences are revised to read:

“Flaggers” will be measured by the hour. Hours will be measured for each flagging station, shown on an approved Traffic Control Plan, when that station is staffed in accordance with Section 1-10.3(1)A.

The first sentence of the last bulleted item in this section is revised to read:

Installing and removing Barricades, Traffic Safety Drums, Cones, Tubular Markers and Warning Lights and Flashers to carry out approved Traffic Control Plan(s).

### **1-10.5(2) Item Bids With Lump Sum for Incidentals**

This section is deleted and replaced with the following:

“Traffic Control Supervisor”, lump sum.

The lump sum Contract payment shall be full compensation for all costs incurred by the Contractor in performing the Work defined in Section 1-10.2(1)B.

“Pedestrian Traffic Control”, lump sum.

The lump sum Contract payment shall be full compensation for all costs incurred by the Contractor in performing the Work for pedestrian traffic control defined in Section 1-10.

“Flaggers”, per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work defined in Section 1-10.3(1)A.

“Other Traffic Control Labor”, per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all labor costs incurred by the Contractor in performing the Work specified for this item in Section 1-10.4(2).

“Construction Signs Class A”, per square foot.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work described in Section 1-10.3(3)A. In the event that “Do Not Pass” and “Pass With Care” signs must be left in place, a change order, as described in Section 1-04.4, will be required. When the Bid Proposal contains the item “Sign Covering”, then covering those signs indicated in the Contract will be measured and paid according to Section 8-21.

“Sequential Arrow Sign”, per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work described in Section 1-10.3(3)B.

“Portable Changeable Message Sign”, per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work for procuring all portable changeable message signs required for the project and for transporting these signs to and from the project.

“Transportable Attenuator”, per each.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work described in Section 1-10.3(3)J except for costs compensated separately under the items “Operation of Transportable Attenuator” and “Repair Transportable Attenuator”.

“Operation of Transportable Attenuator”, per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work for operating transportable attenuators on the project.

“Repair Transportable Attenuator”, by force account.

All costs of repairing or replacing transportable attenuators that are damaged by the motoring public while in use as shown on an approved Traffic Control Plan will be paid for

by force account as specified in Section 1-09.6. To provide a common Proposal for all Bidders, the Contracting Agency has estimated the amount of force account for “Repair Transportable Attenuator” and has entered the amount in the Proposal to become a part of the total Bid by the Contractor. Transportable attenuators damaged due to the Contractor’s operation or damaged in any manner when not in use shall be repaired or replaced by the Contractor at no expense to the Contracting Agency.

“Other Temporary Traffic Control”, lump sum.

The lump sum Contract payment shall be full compensation for all costs incurred by the Contractor in performing the Work defined in Section 1-10, and which costs are not compensated by one of the above-listed items.

“Portable Temporary Traffic Control Signal”, lump sum.

The lump sum Contract payment shall be full compensation for all costs incurred by the Contractor in performing the Work as described in Section 1-10.3(3)K, including all costs for traffic control during manual control, adjustment, malfunction, or failure of the portable traffic control signals and during replacement of failed or malfunctioning signals.

## **Section 5-01, Cement Concrete Pavement Rehabilitation January 6, 2014**

### **5-01.2 Materials**

The referenced section for the following item is revised to read:

Dowel Bars                      9-07.5

## **Section 5-04, Hot Mix Asphalt January 6, 2014**

### **5-04.3(7)A3 Commercial Evaluation**

The second sentence in the first paragraph is revised to read:

Mix designs for HMA accepted by commercial evaluation shall be submitted to the Project Engineer on WSDOT Form 350-042.

## **Section 6-02, Concrete Structures April 7, 2014**

### **6-02.3(1) Classification of Structural Concrete**

In paragraph two, item number 1 is revised to read:

Mix design and proportioning specified in Sections 6-02.3(2), 6-02.3(2)A and 6-02.3(2)A1.

Item number 3 is renumbered to 4.

After the preceding Amendments are applied, the following new numbered item is inserted after item number 2:

3. Temperature and time for placement requirements specified in Section 6-02.3(4)D.

### **6-02.3(2) Proportioning Materials**

In the third paragraph, the first sentence is revised to read:

The use of fly ash is required for Class 4000P concrete, except that ground granulated blast furnace slag may be substituted for fly ash at a 1:1 ratio.

In the table titled “Cementitious Requirement for Concrete”, the row beginning with “4000D” is deleted.

The fourth paragraph is revised to read:

When both ground granulated blast furnace slag and fly ash are included in the concrete mix, the total weight of both these materials is limited to 40 percent by weight of the total cementitious material for concrete class 4000A, and 50 percent by weight of the total cementitious material for all other classes of concrete.

### **6-02.3(2)A Contractor Mix Design**

In the first paragraph, the third sentence is revised to read:

The required average 28 day compressive strength shall be selected in accordance with ACI 318, Chapter 5, Section 5.3.2.

In the first paragraph, the fifth sentence is revised to read:

All proposed concrete mixes except Class 4000D shall meet the requirements in Cementitious Requirement for Concrete in Section 6-02.3(2).

In the fourth paragraph, the fourth sentence is deleted.

In the sixth paragraph, the first sentence is deleted.

In the seventh paragraph, the last sentence is deleted.

The eighth paragraph is revised to read:

Air content for concrete Class 4000D shall conform to Section 6-02.3(2)A1. For all other concrete, air content shall be a minimum of 4.5 percent and a maximum of 7.5 percent for all concrete placed above the finished ground line.

The following new sub-section is added:

#### **6-02.3(2)A1 Contractor Mix Design for Concrete Class 4000D**

All Class 4000D concrete shall be a project specific performance mix design conforming to the following requirements:

1. Aggregate shall use combined gradation in accordance with Section 9-03.1(5) with a nominal maximum aggregate size of 1-1/2 inches.
2. Permeability shall be less than 2,000 coulombs at 56 days in accordance with AASHTO T 277.

3. Freeze-thaw durability shall be provided by one of the following methods:
  - a. The concrete shall maintain an air content between 4.5 and 7.5 percent.
  - b. The concrete shall maintain a minimum air content that achieves a durability factor of 90 percent, minimum, after 300 cycles in accordance with AASHTO T 161, Procedure A. This air content shall not be less than 3.0 percent. Test samples shall be obtained from concrete batches of a minimum of 3.0 cubic yards.
4. Scaling shall have a visual rating less than or equal to 2 after 50 cycles in accordance with ASTM C 672.
5. Shrinkage at 28 days shall be less than 320 micro strain in accordance with AASHTO T 160.
6. Modulus of elasticity shall be measured in accordance with ASTM C 469.
7. Density shall be measured in accordance with ASTM C 138.

The Contractor shall submit the mix design in accordance with Section 6-02.3(2)A. The submittal shall include test reports for all tests listed above that follow the reporting requirements of the AASHTO/ASTM procedures. Samples for testing may be obtained from either laboratory or concrete plant batches. If concrete plant batches are used, the minimum batch size shall be 3.0 cubic yards. The Contractor shall submit the mix design to the Engineer at least 30 calendar days prior to the placement of concrete in the bridge deck.

#### **6-02.3(4)D Temperature and Time For Placement**

The first two sentences are revised to read:

Concrete temperatures shall remain between 55°F and 90°F while it is being placed, except that Class 4000D concrete temperatures shall remain between 55°F and 75°F during placement. Precast concrete that is heat cured in accordance with Section 6-02.3(25)D shall remain between 50°F and 90°F while being placed.

#### **6-02.3(5)H Sampling and Testing for Compressive Strength and Initial Curing**

The second paragraph is revised to read:

The Contractor shall provide and maintain a sufficient number of cure boxes in accordance with WSDOT FOP for AASHTO T 23 for curing concrete cylinders. The cure boxes shall be readily accessible and no more than 500 feet from the point of acceptance testing, unless otherwise approved by the Engineer. The Contractor shall also provide, maintain and operate all necessary power sources and connections needed to operate the cure boxes. The cure boxes shall be in-place and functioning at the specified temperature for curing cylinders prior to concrete placement. Concrete cylinders shall be cured in the cure boxes in accordance with WSDOT FOP for AASHTO T 23. The cure boxes shall have working locks and the Contractor shall provide the Engineer with one key to each of the locks. Once concrete cylinders are placed in the cure box, the cure box shall not be disturbed until the cylinders have been removed. The Contractor shall retain the cure box Temperature Measuring Device log and provide it to the Engineer upon request.

The following new paragraph is inserted after the last paragraph:

All cure box costs shall be incidental to the associated item of work.

### **6-02.3(6)A2 Cold Weather Protection**

The first sentence in the first paragraph is revised to read:

This Specification applies when the weather forecast on the day of concrete placement predicts air temperatures below 35°F at any time during the 7 days following placement.

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

The temperature of the concrete shall be maintained above 50°F during the entire curing period or 7 days, whichever is greater.

### **6-02.3(10)D Concrete Placement, Finishing, and Texturing**

This section is supplemented with the following new sub-sections:

#### **6-02.3(10)D1 Test Slab Using Bridge Deck Concrete**

After the Contractor receives the Engineer's approval for the Class 4000D concrete mix design, and a minimum of seven calendar days prior to the first placement of bridge deck concrete, the Contractor shall construct a test slab using concrete of the approved mix design.

The test slab may be constructed on grade, shall have a minimum thickness of eight-inches, shall have minimum plan dimensions of 10-feet along all four edges, and shall be square or rectangular.

During construction of the test slab, the Contractor shall demonstrate concrete sampling and testing, use of the concrete temperature monitoring system, the concrete fogging system, concrete placement system, and the concrete finishing operation. The Contractor shall conduct the demonstration using the same type of equipment to be used for the production bridge decks, except that the Contractor may elect to finish the test slab with a hand-operated strike-board.

After the construction of the test slab and the demonstration of bridge deck construction operations is complete, the Contractor shall remove and dispose of the test slab in accordance with Sections 2-02.3 and 2-03.3(7)C.

#### **6-02.3(10)D2 Preparation for Concrete Placement**

Before placing bridge approach slab concrete, the subgrade shall be constructed in accordance with Sections 2-06 and 5-05.3(6).

Before any concrete is placed, the finishing machine shall be operated over the entire length of the deck/slab to check screed deflection. Concrete placement may begin only if the Engineer approves after this test.

Immediately before placing concrete, the Contractor shall check (and adjust if necessary) all falsework and wedges to minimize settlement and deflection from the added mass of the concrete deck/slab. The Contractor shall also install devices, such as telltales, by which the Engineer can readily measure settlement and deflection.

#### **6-02.3(10)D3 Concrete Placement**

The placement operation shall cover the full width of the bridge deck or the full width between construction joints. The Contractor shall locate any construction joint over a beam or web that can support the deck/slab on either side of the joint. The joint shall not occur over a pier unless the Plans permit. Each joint shall be formed vertically and in true alignment. The Contractor shall not release falsework or wedges supporting bridge deck placement sections on either side of a joint until each side has aged as these Specifications require.

Placement of concrete for bridge decks and bridge approach slabs shall comply with Section 6-02.3(6). In placing the concrete, the Contractor shall:

1. Place it (without segregation) against concrete placed earlier, as near as possible to its final position, approximately to grade, and in shallow, closely spaced piles;
2. Consolidate it around reinforcing steel by using vibrators before strike-off by the finishing machine;
3. Not use vibrators to move concrete;
4. Not revibrate any concrete surface areas where workers have stopped prior to screeding;
5. Remove any concrete splashed onto reinforcing steel in adjacent segments before concreting them;
6. Maintain a slight excess of concrete in front of the screed across the entire width of the placement operation;
7. Operate the finishing machine to create a surface that is true and ready for final finish without overfinishing or bringing excessive amounts of mortar to the surface; and
8. Leave a thin, even film of mortar on the concrete surface after the last pass of the finishing machine pan.

Workers shall complete all post screeding operations without walking on the concrete. This may require work bridges spanning the full width of the deck/slab.

After removing the screed supports, the Contractor shall fill the voids with concrete (not mortar).

If the surface left by the finishing machine is porous, rough, or has minor irregularities, the Contractor shall float the surface of the concrete. Floating shall leave a smooth and even surface. Float finishing shall be kept to the minimum number of passes necessary to seal the surface. The floats shall be at least 4-feet long. Each transverse pass of the float shall overlap the previous pass by at least half the length of the float. The first floating shall be at right angles to the strike-off. The second floating shall be at right angles to the centerline of the span. A smooth riding surface shall be maintained across construction joints.

The edge of completed roadway slabs at expansion joints and compression seals shall have a 3/8-inch radius.

After floating, but while the concrete remains plastic, the Contractor shall test the entire deck/slab for flatness (allowing for crown, camber, and vertical curvature). The testing shall be done with a 10-foot straightedge held on the surface. The straightedge shall be advanced in successive positions parallel to the centerline, moving not more than one half the length of the straightedge each time it advances. This procedure shall be repeated with

the straightedge held perpendicular to the centerline. An acceptable surface shall be one free from deviations of more than 1/8-inch under the 10-foot straightedge.

If the test reveals depressions, the Contractor shall fill them with freshly mixed concrete, strike off, consolidate, and refinish them. High areas shall be cut down and refinished. Retesting and refinishing shall continue until a surface conforming to the requirements specified above is produced.

**6-02.3(10)D4 Monitoring Bridge Deck Concrete Temperature After Placement**

The Contractor shall monitor and record the concrete temperature and ambient temperature hourly for seven calendar days after placement. The Contractor shall monitor and record concrete temperature by placing two maturity meter temperature monitoring devices in the bridge deck at locations specified by the Engineer. The Contractor shall monitor ambient temperature using maturity meters near the locations where concrete temperature is being monitored. When the bridge deck is being enclosed and heated to meet cold weather requirements, ambient temperature readings shall be taken within the enclosure. The Contractor shall submit the concrete temperature and ambient temperature data to the Engineer in spreadsheet format within 14 calendar days from placing the bridge deck concrete.

The Contractor shall submit the type and model of maturity meter temperature monitoring device, and the associated devices responsible for recording and documenting the temperature and curing time, to the Engineer at least 14 calendar days prior to the pre-concreting conference for the first bridge deck to be cast. The placement and operation of the temperature monitoring devices and associated devices will be an agenda item at the pre-concreting conference for the first bridge deck to be cast.

**6-02.3(10)D5 Bridge Deck Concrete Finishing and Texturing**

Except as otherwise specified for portions of bridge decks receiving an overlay or sidewalk under the same Contract, the Contractor shall texture the surface of the bridge deck as follows:

The Contractor shall texture the bridge deck using diamond tipped saw blades mounted on a power driven, self-propelled machine that is designed to texture concrete surfaces. The grooving equipment shall provide grooves that are 1/8" ± 1/64" wide, 3/16" ± 1/16" deep, and spaced at 3/4" ± 1/8". The bridge deck shall not be textured with a metal tined comb.

The Contractor shall submit the type of grooving equipment to be used to the Engineer for approval 30 calendar days prior to performing the work. The Contractor shall demonstrate that the method and equipment for texturing the bridge deck will not chip, spall or otherwise damage the deck. The Contractor shall not begin texturing the bridge deck until receiving the Engineer's approval of the Contractor's method and equipment.

Unless otherwise approved by the Engineer, the Contractor shall texture the concrete bridge deck surface either in a longitudinal direction, parallel with centerline or in a transverse direction, perpendicular with centerline. The Contractor shall texture the bridge deck surface to within 3-inches minimum and 15-inches maximum of the edge of concrete at expansion joints, within 1-foot minimum and 2-feet maximum of the curb

line, and within 3-inches minimum and 9-inches maximum of the perimeter of bridge drain assemblies.

The Contractor shall contain and collect all concrete dust and debris generated by the bridge deck texturing process, and shall dispose of the collected concrete dust and debris in accordance with Section 2-03.3(7)C.

If the Plans call for placement of a sidewalk or an HMA or concrete overlay on the bridge deck, the Contractor shall produce the final finish of these areas by dragging a strip of damp, seamless burlap lengthwise over the bridge deck or by brooming it lightly. Approximately 3-feet of the drag shall contact the surface, with the least possible bow in its leading edge. It shall be kept wet and free of hardened lumps of concrete. When the burlap drag fails to produce the required finish, the Contractor shall replace it. When not in use, it shall be lifted clear of the bridge deck.

After the bridge deck has cured, the surface shall conform to the surface smoothness requirements specified in Section 6-02.3(10)D3.

The surface texture on any area repaired to address out-of-tolerance surface smoothness shall match closely that of the surrounding bridge deck area at the completion of the repair. Methods used to remove high spots shall cut through the mortar and aggregate without breaking or dislodging the aggregate or causing spalls.

#### **6-02.3(10)D6 Bridge Approach Slab Finishing and Texturing**

Bridge approach slabs shall be textured either in accordance with Section 6-02.3(10)D5, or using metal tined combs in the transverse direction, except bridge approach slabs receiving an overlay in the same Contract shall be finished as specified in Section 6-02.3(10)D5 only.

The comb shall be made of a single row of metal tines. It shall leave striations in the fresh concrete approximately 3/16-inch deep by 1/8-inch wide and spaced approximately 1/2-inch apart. The Engineer will decide actual depths at the site. If the comb has not been approved, the Contractor shall obtain the Engineer's approval by demonstrating it on a test section. The Contractor may operate the combs manually or mechanically, either singly or with several placed end to end. The timing and method used shall produce the required texture without displacing larger particles of aggregate.

Texturing shall end 2-feet from curb lines. This 2-foot untextured strip shall be hand finished with a steel trowel.

Surface smoothness, high spots, and low spots shall be addressed as specified in Section 6-02.3(10)D5. The surface texture on any area cut down or built up shall match closely that of the surrounding bridge approach slab area. The entire bridge approach slab shall provide a smooth riding surface.

#### **6-02.3(11) Curing Concrete**

Items number 1 through 4 are deleted and replaced with the following 5 new numbered items:

1. Bridge sidewalks, roofs of cut and cover tunnels — curing compound covered by white, reflective type sheeting or continuous wet curing. Curing by either method shall be for at least 10 days.
2. Bridge decks — See Section 6-02.3(11)B.

3. Bridge approach slabs (Class 4000A concrete) - 2 coats of curing compound and continuous wet cure for at least 10-days.
4. Concrete barriers and rail bases – See Section 6-02.3(11)A.
5. All other concrete surfaces — continuous wet cure for at least three days.

In the second paragraph, the first sentence is replaced with the following three new sentences:

During the continuous wet cure, the Contractor shall keep all exposed concrete surfaces saturated with water. Formed concrete surfaces shall be kept in a continuous wet cure by leaving the forms in place. If forms are removed during the continuous wet cure period, the Contractor shall treat the concrete as an exposed concrete surface.

The third paragraph is revised to read:

When curing Class 4000A, two coats of curing compound that complies with Section 9-23.2 shall be applied immediately (not to exceed 15 min.) after tining any portion of the bridge approach slab. The continuous wet cure shall be established as soon as the concrete has set enough to allow covering without damaging the finish.

In the fifth paragraph, the first sentence is revised to read:

If the Plans call for an asphalt overlay on the bridge approach slab, the Contractor shall use the clear curing compound (Type 1, Class B), applying at least 1 gallon per 150 square feet to the concrete surface.

The eighth paragraph is deleted.

### **6-02.3(11)B Curing Bridge Decks**

This new section is supplemented with the following new sub-sections:

#### **6-02.3(11)B1 Equipment**

The Contractor shall maintain a wet sheen, without developing pooling or sheeting water, using a fogging apparatus consisting of pressure washers with a minimum nozzle output of 1,500 psi, or other means approved by the Engineer.

The Contractor shall submit a bridge deck curing plan to the Engineer a minimum 14 calendar days prior to the pre-concreting conference. The Contractor's plan shall describe the sequence and timing that will be used to fog the bridge deck, apply pre-soaked burlap, install soaker hoses and cover the deck with white reflective sheeting.

#### **6-02.3(11)B2 Curing**

The fogging apparatus shall be in place and charged for fogging prior to beginning concrete placement for the bridge deck.

The Contractor shall presoak all burlap to be used to cover the deck during curing.

Immediately after the finishing machine passes over finished concrete, the Contractor shall implement the following tasks:

1. The Contractor shall fog the bridge deck while maintaining a wet sheen without developing pooling or sheeting water.

2. The Contractor shall apply the presoaked burlap to the top surface to fully cover the deck without damaging the finish, other than minor marring of the concrete surface. The Contractor shall not apply curing compound.
3. The Contractor shall continue to keep the burlap wet by fog spraying until the burlap is covered by soaker hoses and white reflective sheeting. The Contractor shall place the soaker hoses and whiter reflective sheeting after the concrete has achieved initial set. The Contractor shall charge the soaker hoses frequently so as to keep the burlap covering the entire deck wet during the course of curing.

As an alternative to tasks 2 and 3 above, the Contractor may propose a curing system using proprietary curing blankets specifically manufactured for bridge deck curing. Details of the proprietary curing blanket system, including product literature and details of how the system is to be installed and maintained, shall be submitted to the Engineer for approval.

The wet curing regime as described shall remain in place for at least 14 consecutive calendar days.

### **6-02.3(12)A Construction Joints in New Construction**

The third paragraph is deleted and replaced with the following three new paragraphs:

If the Plans require a roughened surface on the joint, the Contractor shall strike it off to leave grooves at right angles to the length of the member. Grooves shall be installed using one of the following options:

1. Grooves shall be ½ to 1 inch wide, ¼ to ½ inch deep, and spaced equally at twice the width of the groove. Grooves shall terminate approximately 1 ½-inches from the face of concrete.
2. Grooves shall be 1 to 2 inches wide, a minimum of ½-inch deep, and spaced a maximum of three times the width of the groove. Grooves shall terminate approximately 1 ½-inches from the face of concrete.

If the Engineer approves, the Contractor may use an alternate method to produce a roughened surface on the joint, provided that such an alternate method leaves a roughened surface of at least a ¼-inch amplitude.

If the first strike-off does not produce the required roughness, the Contractor shall repeat the process before the concrete reaches initial set. The final surface shall be clean and without laitance or loose material.

### **6-02.3(15) Date Numerals**

The third sentence in the first paragraph is revised to read:

When an existing Structure is widened or when traffic barrier is placed on an existing Structure, the date shall be for the year in which the original Structure was completed.

### **6-02.3(17)A Design Loads**

The fifth paragraph is revised to read:

Live loads shall consist of a minimum uniform load of not less than 25 psf, applied over the entire falsework plan area, plus the greater of:

1. Actual weights of the deck finishing equipment applied at the rails, or;
2. A minimum load of 75 pounds per linear foot applied at the edge of the bridge deck.

### **6-02.3(17)J Face Lumber, Studs, Wales, and Metal Forms**

The second to last paragraph is deleted.

### **6-02.3(17)O Early Concrete Test Cylinder Breaks**

The third paragraph is revised to read:

The cylinders shall be cured in the field in accordance with WSDOT FOP for AASHTO T 23 Section 10.2 Field Curing.

### **6-02.3(20) Grout for Anchor Bolts and Bridge Bearings**

The first five paragraphs are deleted and replaced with the following two new paragraphs:

Grout shall conform to Section 9-20.3(2) for anchor bolts and for bearing assemblies with bearing plates. Grout shall conform to Section 9-20.3(3) for elastomeric bearing pads and fabric pad bearings without bearing plates.

Grout shall be a workable mix with a viscosity that is suitable for the intended application. The Contractor shall receive approval from the Engineer before using the grout.

### **6-02.3(26)F Prestressing Reinforcement**

The last sentence in the fourth paragraph is revised to read:

If the prestressing reinforcement will not be stressed and grouted for more than 7 calendar days after it is placed in the ducts, the Contractor shall place an approved corrosion inhibitor conforming to Federal Specification MIL-I-22110C in the ducts.

### **6-02.5 Payment**

In the paragraph following the bid item "Commercial Concrete", per cubic yard the second sentence is revised to read:

All costs in connection with concrete curing, and furnishing and applying pigmented sealer to concrete surfaces as specified, shall be included in the unit contract price per cubic yard for "Conc. Class \_\_\_\_".

The following new paragraph is inserted after the bid item "Superstructure (name bridge)", lump sum:

All costs in connection with constructing, finishing and removing the bridge deck test slab as specified in Section 6-02.3(10)D1 shall be included in the lump sum Contract price for "Superstructure\_\_\_\_" or "Bridge Deck\_\_\_\_" for one bridge in each project, as applicable.

The bid item "Cure Box", lump sum and paragraph following bid item are deleted.

**Section 6-05, Piling**  
**March 3, 2014**

**6-05.3(4) Manufacture of Steel Casings for Cast-In-Place Concrete Piles**

This section is revised to read:

The diameter of steel casings shall be as specified in the Contract. A full-penetration groove weld between welded edges is required.

**6-05.3(5) Manufacture of Steel Piles**

This section is revised to read:

Steel piles shall be made of rolled steel H-pile sections, steel pipe piles, or of other structural steel sections described in the Contract. A full-penetration groove weld between welded edges is required.

**6-05.3(6) Splicing Steel Casings and Steel Piles**

This section is revised to read:

The Engineer will normally permit steel piles and steel casings for cast-in-place concrete piles to be spliced. But in each case, the Contractor shall obtain approval on the need and the method for splicing. Welded splices shall be spaced at a minimum distance of 10 feet. Only welded splices will be permitted.

Splice welds for steel piles shall comply with Section 6-03.3(25) and AWS D1.1/D1.1M, latest edition, Structural Welding Code. Splicing of steel piles shall be performed in accordance with an approved weld procedure. The Contractor shall submit a weld procedure to the Engineer for approval prior to welding. For ASTM A 252 material, mill certification for each lot of pipe to be welded shall accompany the submittal. The ends of all steel pipe piling shall meet the fit-up requirements of AWS D1.1/D1.1M, latest edition, Structural Welding Code Section 5.22.3.1, "Girth Weld Alignment (Tubular)," when the material is spliced utilizing a girth weld.

Splice welds of steel casings for cast-in-place concrete piles shall be the Contractor's responsibility and shall be welded in accordance with AWS D1.1/D1.1M, latest edition, Structural Welding Code. A weld procedure submittal is not required for steel casings used for cast-in-place concrete piles. Casings that collapse or are not watertight, shall be replaced at the Contractor's expense.

**Section 6-07, Painting**  
**January 6, 2014**

**6-07.3(10)E Surface Preparation – Full Paint Removal**

This section is revised to read:

For structures where full removal of existing paint is specified, the Contractor shall remove any visible oil, grease, and road tar in accordance with SSPC-SP 1.

Following preparation by SSPC-SP 1, all steel surfaces to be painted shall be prepared in accordance with SSPC-SP 10, near-white metal blast cleaning. Surfaces inaccessible to

near-white metal blast cleaning shall be prepared in accordance with SSPC-SP 11, power tool cleaning to bare metal, as allowed by the Engineer.

## **Section 6-14, Geosynthetic Retaining Walls April 7, 2014**

### **6-14.2 Materials**

In the first paragraph, the section number next to “Anchor rods and associated nuts, washers and couplers” is revised to read:

9-06.5(4)

The following new paragraph is inserted after the first paragraph:

Anchor plate shall conform to ASTM A 36, ASTM A 572 Grade 50, or ASTM A 588.

## **Section 8-01, Erosion Control and Water Pollution Control April 7, 2014**

### **8-01.3(1)A Submittals**

The first sentence in the second paragraph is revised to read:

Modified TESC Plans shall meet all requirements of the current edition of the WSDOT Temporary Erosion and Sediment Control Manual M 3109.

## **Section 8-04, Curbs, Gutters, and Spillways January 6, 2014**

### **8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways**

The first sentence in the fourth paragraph is revised to read:

Expansion joints in the curb or curb and gutter shall be spaced as shown in the Plans, and placed at the beginning and ends of curb returns, drainage Structures, bridges, and cold joints with existing curbs and gutters.

### **8-04.3(1)A Extruded Cement Concrete Curb**

The second sentence in the second paragraph is revised to read:

Cement concrete curbs shall be anchored to the existing pavement by placing steel reinforcing bars 1 foot on each side of every joint.

The third paragraph is revised to read:

Steel reinforcing bars shall meet the dimensions shown in the Standard Plans.

## **Section 8-09, Raised Pavement Markers April 7, 2014**

### **8-09.3(6) Recessed Pavement Marker**

The following sentence is inserted after the first sentence of the first paragraph:

The Contractor shall ensure that grinding of the pavement does not result in any damage, (e.g. chipping, spalling or raveling) to the pavement to remain.

**Section 8-11, Guardrail**  
**April 7, 2014**

**8-11.3(1) Beam Guardrail**

After the below Amendments to 8-11.3(1)F and 8-11.3(1)G are applied, this section is supplemented with the following new sub-section:

**8-11.3(1)F Removing and Resetting Beam Guardrail**

The Contractor shall remove and reset existing guardrail posts, rail element, hardware and blocks to the location shown in the Plans. The mounting height of reset rail element shall be at the height shown in the Plans. The void caused by the removal of the post shall be backfilled and compacted.

The Contractor shall remove and replace any existing guardrail posts and blocks that are not suited for re-use, as staked by the Engineer. The void caused by the removal of the post shall be backfilled and compacted. The Contractor shall then furnish and install a new guardrail post to provide the necessary mounting height.

**8-11.3(1)A Erection of Posts**

The second paragraph in this section is deleted.

**8-11.3(1)C Terminal and Anchor Installation**

The last sentence in the last paragraph is deleted.

**8-11.3(1)F Plans**

This section number is revised to:

**8-11.3(1)G**

**8-11.3(1)G Guardrail Construction Exposed to Traffic**

This section number is revised to:

**8-11.3(1)H**

**Section 8-20, Illumination, Traffic Signal Systems, Intelligent Transportation Systems, and Electrical**  
**April 7, 2014**

**8-20.3(8) Wiring**

The second sentence in the eleventh paragraph is revised to read:

Every conductor at every wire termination, connector, or device shall have an approved wire marking sleeve bearing, as its legend, the circuit number indicated in the Contract.

## **Section 8-23, Temporary Pavement Markings April 14, 2014**

This section's content is deleted in its entirety and replaced with the following new sub-sections:

### **8-23.1 Description**

The Work consists of furnishing, installing, and removing temporary pavement markings. Temporary pavement markings shall be provided where noted in the Plans; for all lane shifts and detours resulting from construction activities; or when permanent markings are removed because of construction operations.

### **8-23.2 Materials**

Materials for temporary markings shall be paint, plastic, tape, raised pavement markers or flexible raised pavement markers. Materials for pavement markings shall meet the following requirements:

Raised Pavement Markers	9-21
Temporary Marking Paint	9-34.2(6)
Plastic	9-34.3
Glass Beads for Pavement Marking Materials	9-34.4
Temporary Pavement Marking Tape	9-34.5
Temporary Flexible Raised Pavement Markers	9-34.6

### **8.23.3 Construction Requirements**

#### **8-23.3(1) General**

The Contractor shall select the type of pavement marking material in accordance with the Contract.

#### **8-23.3(2) Preliminary Spotting**

All preliminary layout and marking in preparation for application or removal of temporary pavement markings shall be the responsibility of the Contractor.

#### **8-23.3(3) Preparation of Roadway Surface**

Surface preparation for temporary pavement markings shall be in accordance with the manufacturer's recommendations.

#### **8-23.3(4) Pavement Marking Application**

##### **8-23.3(4)A Temporary Pavement Markings – Short Duration**

Temporary pavement markings – short duration shall meet the following requirements:

**Temporary Center Line** – A BROKEN line used to delineate adjacent lanes of traffic moving in opposite directions. The broken pattern shall be based on a 40-foot unit, consisting of a 4-foot line with a 36-foot gap if paint or tape is used. If temporary raised pavement markers are used, the pattern shall be based on a 40-foot unit, consisting of a grouping of three temporary raised pavement markers, each spaced 3 feet apart, with a 34 foot gap.

**Temporary Edge Line** – A SOLID line used on the edges of Traveled Way. The line shall be continuous if paint or tape is used. If temporary raised pavement markers are used, the line shall consist of markers installed continuously at 5-foot spacing.

**Temporary Lane Line** – A BROKEN line used to delineate adjacent lanes with traffic traveling in the same direction. The broken pattern shall be based on a 40-foot unit, consisting of a 4-foot line with a 36-foot gap, if paint or tape is used. If temporary raised pavement markers are used, the pattern shall be based on a 40-foot unit, consisting of a grouping of three temporary raised pavement markers, each spaced 3 feet apart, with a 34 foot gap.

Lane line and right edge line shall be white in color. Center line and left edge line shall be yellow in color. Edge lines shall be installed only if specifically required in the Contract. All temporary pavement markings shall be retroreflective.

**8-23.3(4)A1 Temporary Pavement Marking Paint**

Paint used for short duration temporary pavement markings shall be applied in one application at a thickness of 15 mils or 108 square feet per gallon. Glass beads shall be in accordance with Section 8-22.3(3)G.

**8-23.3(4)A2 Temporary Pavement Marking Tape**

Application of temporary pavement marking tape shall be in conformance with the manufacturer's recommendations.

Black mask pavement marking tape shall mask the existing line in its entirety.

**8-23.3(4)A3 Temporary Raised Pavement Markers**

Temporary raised pavement markers are not allowed on bituminous surface treatments.

**8-23.3(4)A4 Temporary Flexible Raised Pavement Markers**

Flexible raised pavement markers are required for new applications of bituminous surface treatments. Flexible raised pavement markers are not allowed on other pavement types unless otherwise specified or approved by the Engineer. Flexible raised pavement markers shall be installed with the protective cover in place. The cover shall be removed immediately after spraying asphaltic material.

**8-23.3(4)B Temporary Pavement Markings – Long Duration**

Application of paint, pavement marking tape and plastic for long duration pavement markings shall meet the requirements of Section 8-22.3(3); application of raised pavement markers shall meet the requirements of Section 8-09.3; and application of flexible pavement markings shall be in conformance with the manufacturer's recommendations.

**8-23.3(4)C Tolerance for Lines**

Tolerance for lines shall conform to Section 8-22.3(4).

**8-23.3(4)D Maintenance of Pavement Markings**

Temporary pavement markings shall be maintained in serviceable condition throughout the project until permanent pavement markings are installed. As directed by the Engineer; temporary pavement markings that are damaged, including normal wear by traffic, shall be repaired or replaced immediately. Repaired and replaced pavement markings shall meet the requirements for the original pavement marking.

**8-23.3(4)E Removal of Pavement Markings**

Removal of temporary paint is not required prior to paving; all other temporary pavement markings shall be removed.

All temporary pavement markings that are required on the wearing course prior to construction of permanent pavement markings and are not a part of the permanent markings shall be completely removed concurrent with or immediately subsequent to the construction of the permanent pavement markings. Temporary flexible raised pavement markers on bituminous surface treatment pavements shall be cut off flush with the surface if their location conflicts with the alignment of the permanent pavement markings.

All damage to the permanent Work caused by removing temporary pavement markings shall be repaired by the Contractor at no additional cost to the Contracting Agency.

**8-23.4 Measurement**

Temporary pavement markings will be measured by the linear foot of each installed line or grouping of markers, with no deduction for gaps in the line or markers and no additional measurement for the second application of paint required for long duration paint lines. Short duration and long duration temporary pavement markings will be measured for the initial installation only; maintenance of lines will not be measured.

**8-23.5 Payment**

Payment will be made in accordance with Section 1-04.1, for each of the following Bid items that are included in the Proposal:

“Temporary Pavement Marking – Short Duration”, per linear foot.

“Temporary Pavement Marking – Long Duration”, per linear foot.

The unit Contract price per linear foot for “Temporary Pavement Marking – Short Duration” and “Temporary Pavement Marking – Long Duration” shall be full pay for all Work.

**Section 9-03, Aggregates  
April 7, 2014**

**9-03.1(2)C Use of Substandard Gradings**

This section including title is deleted in its entirety and replaced with the following:

**Vacant**

**9-03.14(3) Common Borrow**

This section is revised to read:

Material for common borrow shall consist of granular or nongranular soil and/or aggregate which is free of deleterious material. Deleterious material includes wood, organic waste, coal, charcoal, or any other extraneous or objectionable material. The material shall not contain more than 3 percent organic material by weight. The plasticity index shall be determined using test method AASHTO T 89 and AASHTO T 90.

The material shall meet one of the options in the soil plasticity table below.

Soil Plasticity Table

Option	Sieve	Percent Passing	Plasticity Index
1	No. 200	0 - 12	N/A
2	No. 200	12.1 - 35	6 or Less
3	No. 200	Above 35	0

All percentages are by weight.

If requested by the Contractor, the plasticity index may be increased with the approval of the Engineer.

**9-03.14(4) Gravel Borrow for Structural Earth Wall**

In the second table, the row beginning with "pH" is revised to read:

pH	WSDOT Test Method T 417	4.5 - 9	5 – 10
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**Section 9-05, Drainage Structures and Culverts**

**April 7, 2014**

**9-05.13 Ductile Iron Sewer Pipe**

The first paragraph is deleted.

**Section 9-07, Reinforcing Steel**

**January 6, 2014**

**9-07.5(2) Corrosion Resistant Dowel Bars (for Cement Concrete Pavement)**

This section's title is revised to read:

## **9-07.5(2) Corrosion Resistant Dowel Bars (for Cement Concrete Pavement and Cement Concrete Pavement Rehabilitation)**

### **Section 9-09, Timber and Lumber January 6, 2014**

#### **9-09.3(1) General Requirements**

The fourth paragraph is revised to read:

All orders of treated timber and lumber shall be accompanied by a Certificate of Treatment record. The Certificate of Treatment showing conformance to this specification and AWPA standards shall include the following information:

- Name and location of the wood preserving company,
- Customer identification,
- Date of treatment and charge number,
- Type of chemical used and amount of retention,
- Treating process and identification of the Specification used,
- Boring records verifying treatment penetration for timber and lumber with a nominal dimension of 6" x 6" or larger,
- Description of material that was treated, and
- Signature of a responsible plant official.

The fifth paragraph is deleted.

The first sentence in the last paragraph is revised to read:

All timber and lumber to be used in aquatic environments, unless specified otherwise in the Contract, shall be chemically treated using Western Wood Preservers Institute Best Management Practices (BMPs).

### **Section 9-10, Piling March 3, 2014**

#### **9-10.5 Steel Piling**

This section is revised to read:

The material for rolled steel piling H-piling and pile splices shall conform to ASTM A 36, ASTM A 572 or ASTM A 992. The material for steel pipe piling and splices shall conform to one of the following requirements except as specifically noted in the Plans:

1. API 5L Grade X42 or X52 material may be used for longitudinal seam welded or helical (spiral) seam submerged-arc welded pipe piles of any diameter.
2. ASTM A 252 Grade 2 or 3 material may be used for longitudinal seam welded or helical (spiral) seam submerged-arc welded pipe piles of any diameter. For the purposes of welding and prequalification of base metal, steel pipe pile designated as ASTM A 252 may be treated as prequalified provided the chemical composition conforms to a prequalified base metal classification listed in Table 3.1 of the AWS D1.1/D1.1M, latest edition, Structural Welding Code, the grade of pipe piling meets or exceeds the grade specified in the Plans, and the carbon equivalent (CE) is a maximum of 0.45-percent.
3. ASTM A 572 or ASTM A 588 material may be used for longitudinal seam welded piles of any diameter.

For helical (spiral) seam submerged-arc welded pipe piles, the maximum radial offset of strip/plate edges shall be 1/8 inch. The offset shall be transitioned with a taper weld and the slope shall not be less than a 1 in 2.5 taper. The weld reinforcement shall not be greater than 3/16 inches and misalignment of weld beads shall not exceed 1/8 inch.

Steel soldier piles, and associated steel bars and plates, shall conform to ASTM A 36, ASTM A 572 or ASTM A 992, except as otherwise noted in the Plans.

All steel piling may be accepted by the Engineer based on the Manufacturer's Certificate of Compliance submitted in accordance with Section 1-06.3. The manufacturer's certificate of compliance submittal for steel pipe piles shall be accompanied by certified mill test reports, including chemical analysis and carbon equivalence, for each heat of steel used to fabricate the steel pipe piling.

## **Section 9-14, Erosion Control and Roadside Planting**

### **April 7, 2014**

#### **9-14.4(6) Gypsum**

The first sentence is revised to read:

Gypsum shall consist of Calcium Sulfate ( $\text{CaSO}_4 \cdot 2\text{H}_2\text{O}$ ) in a pelletized or granular form.

#### **9-14.4(7) Tackifier**

This section is revised to read:

Tackifiers are used as a tie-down for soil, compost, seed, and/or mulch. Tackifiers shall contain no growth or germination-inhibiting materials and shall not reduce infiltration rates. Tackifiers shall hydrate in water and readily blend with other slurry materials.

The Contractor shall provide test results documenting the tackifier meets the requirements for Acute Toxicity, Solvents, and Heavy Metals as required in Table 1 in Section 9-14.4(2). The tests shall be performed at the manufacturer's recommended application rate.

#### **9-14.4(8) Compost**

The second paragraph is revised to read:

Compost production and quality shall comply with WAC 173-350.

#### **9-14.4(8)A Compost Submittal Requirements**

Item 2 is revised to read:

5. A copy of the Solid Waste Handling Permit issued to the manufacturer by the Jurisdictional Health Department in accordance with WAC 173-350 (Minimum Functional Standards for Solid Waste Handling).

#### **9-14.6(2) Quality**

The second and third paragraphs in this section are revised to read:

All plant material shall comply with State and Federal laws with respect to inspection for plant diseases and insect infestation. Plants must meet Washington State Department

of Agriculture plant quarantines and have a certificate of inspection. Plants originating in Canada must be accompanied by a phytosanitary certificate stating the plants meet USDA health requirements.

All plant material shall be purchased from a nursery licensed to sell plants in their state or province.

## **Section 9-29, Illumination, Signal, Electrical April 7, 2014**

### **9-29.3 Fiber Optic Cable, Electrical Conductors, and Cable**

The following new subsection is added:

#### **9-29.3(3) Wire Marking Sleeves**

Wire marking sleeves shall be full-circle in design, non-adhesive, printable using an indelible ink and shall fit snugly on the wire or cable. Marking sleeves shall be made from a PVC or polyolefin, and provide permanent identification for wires and cables.

## **Section 9-34, Pavement Marking Material April 14, 2014**

### **9-34.2 Paint**

The second paragraph is revised to read:

Blue and black paint shall comply with the requirements of yellow paint in Section 9-34.2(4) and Section 9-34.2(5), with the exception that blue and black paints do not need to meet the requirements for titanium dioxide, directional reflectance, and contrast ratio.

### **9-34.5 Temporary Pavement Marking Tape**

This section is revised to read:

Biodegradable tape with paper backing is not allowed.

This section is supplemented with the following new sub-sections:

#### **9-34.5(1) Temporary Pavement Marking Tape – Short Duration**

Temporary pavement marking tape for short duration shall conform to ASTM D4592 Type II except that black tape, black mask tape and the black portion of the contrast removable tape, shall be non-reflective.

#### **9-34.5(2) Temporary Pavement Marking Tape – Long Duration**

Temporary pavement marking tape for long duration shall conform to ASTM D4592 Type I. Temporary pavement marking tape for long duration, except for black tape, shall have a minimum initial coefficient of retroreflective luminance of  $200 \text{ mcd} \cdot \text{m}^{-2} \cdot \text{lx}^{-1}$  when measured in accordance with ASTM E 2832 or ASTM E 2176. Black tape, black mask tape and the black portion of the contrast removable tape, shall be non-reflective.

### **9-34.6 Temporary Raised Pavement Markers**

This section's title is revised to read:

#### **Temporary Flexible Raised Pavement Markers**

The second paragraph is deleted.

**Section 9-35, Temporary Traffic Control Materials**  
**April 7, 2014**

**9-35.0 General Requirements**

The following item is deleted from the list of temporary traffic control materials:

Barrier Drums

**9-35.8 Barrier Drums**

This section including title is deleted in its entirety and replaced with the following:

**9-35.8 Vacant**

# SPECIAL PROVISIONS

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## INTRODUCTION TO THE SPECIAL PROVISIONS

*(August 14, 2013 APWA GSP)*

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2014 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

*(March 8, 2013 APWA GSP)*

*(April 1, 2013 WSDOT GSP)*

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition

Contractor shall obtain copies of these publications, at Contractor’s own expense.

## DIVISION 1 GENERAL REQUIREMENTS

### DESCRIPTION OF WORK

(March 13, 1995)

This contract provides for construction of wetlands and relocation of a portion of Wapato Creek, construction of wetland and fill embankments, and planting, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

### 1-01 DEFINITIONS AND TERMS

#### 1-01.3 Definitions

(March 8, 2013 APWA GSP)

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

#### Dates

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

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

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

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

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

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

##### ***Notice to Proceed Date***

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

##### ***Substantial Completion Date***

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

##### ***Physical Completion Date***

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

##### ***Completion Date***

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

##### ***Final Acceptance Date***

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

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms "State", "Department of Transportation", "Washington State

Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

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

All references to “final contract voucher certification” shall be interpreted to mean the final payment form established by the Contracting Agency.

The venue of all causes of action arising from the advertisement, award, execution, and performance of the contract shall be in the Superior Court of the County where the Contracting Agency’s headquarters are located.

**Additive**

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

**Alternate**

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

**Business Day**

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

**Contract Bond**

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

**Contract Documents**

See definition for “Contract”.

**Contract Time**

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

**Notice of Award**

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

**Notice to Proceed**

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

**Traffic**

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

## 1-02 BID PROCEDURES AND CONDITIONS

### 1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

#### 1-02.1 Qualifications of Bidder

*(January 24, 2011 APWA GSP)*

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

Add the following new section:

#### 1-02.1(1) Supplemental Qualifications Criteria

*(March 25, 2009 APWA GSP; may not be used on FHWA-funded projects)*

In addition, the Contracting Agency has established Contracting Agency-specific and/or project-specific supplemental criteria, in accordance with RCW 39.04.350(2), for determining Bidder responsibility, including the basis for evaluation and the deadline for appealing a determination that a Bidder is not responsible. These criteria are contained in the Statement of Bidder's Qualifications.

### 1-02.2 Plans and Specifications

*(June 27, 2011 APWA GSP)*

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	5	Furnished automatically upon award.
Contract Provisions	5	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	1	Furnished only upon request.

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

## **1-02.4 Examination of Plans, Specifications, and Site of Work**

### **1-02.4(2) Subsurface Information**

*(March 8, 2013 APWA GSP)*

The second sentence in the first paragraph is revised to read:

The Summary of Geotechnical Conditions and the boring logs, if and when included as an appendix to the Special Provisions, shall be considered as part of the Contract.

## **1-02.5 Proposal Forms**

*(June 27, 2011 APWA GSP)*

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's D/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

## **1-02.6 Preparation of Proposal**

*(June 27, 2011 APWA GSP)*

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last paragraph, and replace it with the following:

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any D/M/WBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any D/W/MBE requirements are to be satisfied through such an agreement.

### **1-02.7 Bid Deposit**

*(March 8, 2013 APWA GSP)*

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

### **1-02.9 Delivery of Proposal**

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

Delete this section and replace it with the following:

Each proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

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

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

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

*(May 4, 2012 APWA GSP)*

Delete this section and replace it with the following:

Proposals will be opened and publicly read at the time indicated in the Call for Bids, after the deadline(s) for submitting all elements of the Bid Proposal including DBE Written Confirmation Documents and/or Good Faith Effort Documentation, unless the Bid opening has been delayed or canceled. Bidders, their authorized agents, and other interested parties are invited to be present.

**1-02.13 Irregular Proposals**  
(March 13, 2012 APWA GSP)

Revise item 1 to read:

1. A proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
  - c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
  - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
  - e. A price per unit cannot be determined from the Bid Proposal;
  - f. The Proposal form is not properly executed;
  - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
  - h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
  - i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidders DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
  - j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
  - k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
  - l. More than one proposal is submitted for the same project from a Bidder under the same or different names.

**1-02.14 Disqualification of Bidders**  
(March 8, 2013 APWA GSP, Option A)

Delete this Section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended.

As evidence that the Bidder meets the mandatory bidder responsibility criteria, the apparent two lowest Bidders must submit to the Contracting Agency within 24 hours of the bid submittal deadline, documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all responsibility criteria. The Contracting Agency reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess bidder responsibility. The Contracting Agency also reserves the right to obtain information from third parties concerning a Bidder's compliance with the mandatory bidder responsibility criteria.

If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

#### **1-02.15 Pre Award Information** *(August 14, 2013 APWA GSP)*

Revise this section to read:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

### **1-03 AWARD AND EXECUTION OF CONTRACT**

#### **1-03.1 Consideration of Bids** *(January 23, 2006 APWA GSP)*

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

### **1-03.3 Execution of Contract**

*(October 1, 2005 APWA GSP)*

Revise this section to read:

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful bidder on the first business day following award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within 14 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within 14 calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 14 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

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

*(October 1, 2005 APWA GSP)*

Revise the first paragraph to read:

The successful bidder shall provide an executed contract bond for the full contract amount. This contract bond shall:

1. Be on a Contracting Agency-furnished form;
2. Be signed by an approved surety (or sureties) that:
  - a. Is registered with the Washington State Insurance Commissioner, and
  - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,

3. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;
4. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency against any claim of direct or indirect loss resulting from the failure:
  - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, or
  - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, materialperson, or any other person who provides supplies or provisions for carrying out the work;
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

## **1-05 CONTROL OF WORK**

### **1-05.4 Conformity With and Deviations from Plans and Stakes**

Section 1-05.4 is supplemented with the following:

***(April 1, 2013)***

#### ***Contractor Surveying - Roadway***

Copies of the Contracting Agency provided primary survey control data are available for the bidder's inspection at the office of the Project Engineer.

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of the roadbed, drainage, surfacing, paving, channelization and pavement marking, illumination and signals, guardrails and barriers, and signing. Except for the survey control data to be furnished by the Contracting Agency, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

The Contractor shall inform the Engineer when monuments are discovered that were not identified in the Plans and construction activity may disturb or damage the monuments. All monuments noted on the plans "DO NOT DISTURB" shall be protected throughout the length of the project or be replaced at the Contractors expense.

Detailed survey records shall be maintained, including a description of the work performed on each shift, the methods utilized, and the control points used. The record shall be adequate to allow the survey to be reproduced. A copy of each day's record shall be provided to the Engineer within three working days after the end of the shift.

The meaning of words and terms used in this provision shall be as listed in "Definitions of Surveying and Associated Terms" current edition, published by the American Congress on Surveying and Mapping and the American Society of Civil Engineers.

The survey work shall include but not be limited to the following:

1. Verify the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.
2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced no further than 50 feet.
3. Establish clearing limits, placing stakes at all angle points and at intermediate points not more than 50 feet apart. The clearing and grubbing limits shall be 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.
4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite (GPS) Machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor
5. Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.
6. Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet. If GPS Machine Controls are used to provide grade control, then roadbed and surfacing stakes may be omitted at the discretion of the Contractor.
7. Establish intermediate elevation benchmarks as needed to check work throughout the project.
8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.
9. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.
10. Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The

Contractor shall submit these changes to the Project Engineer for review and approval 10 days prior to the beginning of work.

The Contractor shall provide the Contracting Agency copies of any calculations and staking data when requested by the Engineer.

To facilitate the establishment of these lines and elevations, the Contracting Agency will provide the Contractor with primary survey control information consisting of descriptions of two primary control points used for the horizontal and vertical control, and descriptions of two additional primary control points for every additional three miles of project length. Primary control points will be described by reference to the project alignment and the coordinate system and elevation datum utilized by the project. In addition, the Contracting Agency will supply horizontal coordinates for the beginning and ending points and for each Point of Intersection (PI) on each alignment included in the project.

The Contractor shall ensure a surveying accuracy within the following tolerances:

	Vertical	Horizontal
Slope stakes	+/- 0.10 feet	+/- 0.10 feet
Subgrade grade stakes set 0.04 feet below grade	+/- 0.01 feet	+/- 0.5 feet (parallel to alignment) +/- 0.1 feet (normal to alignment)
Stationing on roadway	N/A	+/- 0.1 feet
Alignment on roadway	N/A	+/- 0.04 feet
Surfacing grade stakes	+/- 0.01 feet	+/- 0.5 feet (parallel to alignment) +/- 0.1 feet (normal to alignment)
Roadway paving pins for surfacing or paving	+/-0.01 feet	+/-0.2 feet (parallel to alignment) +/- 0.1 feet (normal to alignment)

The Contracting Agency may spot-check the Contractor's surveying. These spot checks will not change the requirements for normal checking by the Contractor.

When staking roadway alignment and stationing, the Contractor shall perform independent checks from different secondary control to ensure that the points staked are within the specified survey accuracy tolerances.

The Contractor shall calculate coordinates for the alignment. The Contracting Agency will verify these coordinates prior to issuing approval to the Contractor for commencing with the work. The Contracting Agency will require up to seven calendar days from the date the data is received.

Contract work to be performed using contractor-provided stakes shall not begin until the stakes are approved by the Contracting Agency. Such approval shall not relieve the Contractor of responsibility for the accuracy of the stakes.

Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are needed that are not described in the Plans, then those stakes shall be marked, at no additional cost to the Contracting Agency as ordered by the Engineer.

(June 23, 2014)

The Contractor shall verify existing ground elevations and submit survey data regarding these elevations to the Engineer prior to commencing excavation work. Following the conclusion of all excavation and fill operations including compost and topsoil, the Contractor shall survey finished grade surface elevations in order to provide the Engineer with enough data to calculate excavation and fill quantities.

### **Payment**

Payment will be made in accordance with Section 1-04.1 for the following bid item when included in the proposal:

"Roadway Surveying", lump sum.

The lump sum contract price for "Roadway Surveying" shall be full pay for all labor, equipment, materials, and supervision utilized to perform the Work specified, including any resurveying, checking, correction of errors, replacement of missing or damaged stakes, and coordination efforts.

### **1-05.7 Removal of Defective and Unauthorized Work**

*(October 1, 2005 APWA GSP)*

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to

perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

### **1-05.11 Final Inspection**

Delete this section and replace it with the following:

#### **1-05.11 Final Inspections and Operational Testing** *(October 1, 2005 APWA GSP)*

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

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

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

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

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

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

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then

make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

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

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

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

### **1-05.11(3) Operational Testing**

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the contract.

### **1-05.13 Superintendents, Labor and Equipment of Contractor** *(August 14, 2013 APWA GSP)*

Delete the sixth and seventh paragraphs of this section.

### **1-05.15 Method of Serving Notices**

*(March 25, 2009 APWA GSP)*

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

Add the following new section:

### **1-05.16 Water and Power**

*(October 1, 2005 APWA GSP)*

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

Add the following new section:

### **1-05.17 Oral Agreements**

*(October 1, 2005 APWA GSP)*

No oral agreement or conversation with any officer, agent, or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Contracting Agency, unless subsequently put in writing and signed by the Contracting Agency.

## **1-06 CONTROL OF MATERIAL**

Section 1-06 is supplemented with the following:

### **Buy America**

*(August 6, 2012 WSDOT GSP)*

In accordance with Buy America requirements contained in 23 CFR 635.410, the major quantities of steel and iron construction material that is permanently incorporated into the project shall consist of American-made materials only. Buy America does not apply to temporary steel items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and falsework.

Minor amounts of foreign steel and iron may be utilized in this project provided the cost of the foreign material used does not exceed one-tenth of one percent of the total contract cost or \$2,500.00, whichever is greater.

American-made material is defined as material having all manufacturing processes occurring domestically. To further define the coverage, a domestic product is a manufactured steel

material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.

If domestically produced steel billets or iron ingots are exported outside of the area of coverage, as defined above, for any manufacturing process then the resulting product does not conform to the Buy America requirements. Additionally, products manufactured domestically from foreign source steel billets or iron ingots do not conform to the Buy America requirements because the initial melting and mixing of alloys to create the material occurred in a foreign country.

Manufacturing begins with the initial melting and mixing, and continues through the coating stage. Any process which modifies the chemical content, the physical size or shape, or the final finish is considered a manufacturing process. The processes include rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The action of applying a coating to steel or iron is deemed a manufacturing process. Coating includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that protects or enhances the value of steel or iron. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron.

Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced iron ore.

The following are considered to be steel manufacturing processes:

1. Production of steel by any of the following processes:
  - a. Open hearth furnace.
  - b. Basic oxygen.
  - c. Electric furnace.
  - d. Direct reduction.
2. Rolling, heat treating, and any other similar processing.
3. Fabrication of the products.
  - a. Spinning wire into cable or strand.
  - b. Corrugating and rolling into culverts.
  - c. Shop fabrication.

A certification of materials origin will be required for any items comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the permanent work. The certification shall be on DOT Form 350-109EF provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as DOT Form 350-109EF.

### **1-06.1 Approval of Materials Prior To Use**

#### **1-06.1(4) Fabrication Inspection Expense**

(June 27, 2011 APWA GSP)

Delete this section in its entirety.

## **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

### **1-07.1 Laws to be Observed**

*(October 1, 2005 APWA GSP)*

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

### **1-07.2 State Taxes**

Delete this section, including its sub-sections, in its entirety and replace it with the following:

#### **1-07.2 State Sales Tax**

*(June 27, 2011 APWA GSP)*

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

#### **1-07.2(1) State Sales Tax — Rule 171**

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

#### **1-07.2(2) State Sales Tax — Rule 170**

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

#### **1-07.2(3) Services**

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

### **1-07.5 Environmental Regulations**

Section 1-07.5 is supplemented with the following:

(January 7, 2013)

Stormwater, dewatering water, or other authorized non-stormwater discharges that has come into contact with pH modifying substances such as concrete rubble, concrete pours or amended soils, need to be maintained between 6.5 – 8.5 standard units (su). If pH exceeds 8.5 su, the Contractor shall immediately discontinue work and initiate treatment to prevent discharges outside the acceptable range from occurring. All neutralization methods used shall be in accordance with the permit. Work may resume once treatment has been implemented and pH of the stormwater or authorized non-stormwater discharge is between 6.5 - 8.5 su or it can be demonstrated that high pH waters will not discharge to surface waters.

Stormwater, dewatering water, and other authorized non-stormwater discharges are monitored weekly for compliance with the turbidity benchmark (25 nephelometric turbidity units (ntu)) and the phone reporting trigger value (250 ntu) by the Contracting Agency. When the turbidity benchmark is breached, the best management practices (BMPs) installed on-site are not working adequately and need to be adapted, maintained or more BMPs shall be installed. When the turbidity phone reporting trigger value breached, immediate action becomes required in order to lower the turbidity to <25 ntu or to eliminate the discharge. Daily follow-up discharge samples will be collected at all locations where a discharge of 250 ntu or higher was collected unless the discharge was stopped or eliminated.

(February 25, 2013)

Temporary fills at any location must be removed within 3 calendar days of beginning placement of these fills. This time period may be extended with approval from the Engineer. Requests to extend must be received a minimum of 45 days prior to the expiration of number of days listed above, since the extension is subject to concurrence by the U.S. Army Corps of Engineers.

(August 3, 2009)

The Contractor shall notify the Engineer a minimum of 14 calendar days prior to commencing any work in environmentally sensitive areas, mitigation areas, and wetland buffers. Installation of construction fencing is excluded from this notice requirement. At the time of notification, the Contractor shall submit a work plan for review and approval detailing how the work will be performed. Plan detail must be sufficient to verify that work is in conformance with all contract provisions.

(August 3, 2009)

No Contractor staging areas will be allowed within 50 feet of any waters of the State including wetlands.

**(August 3, 2009)**

**Payment**

All costs to comply with this special provision for the environmental commitments and requirements are incidental to the contract and are the responsibility of the Contractor. The Contractor shall include all related costs in the associated bid prices of the contract.

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

Section 1-07.5(2) is supplemented with the following:

The Contracting Agency has obtained a Hydraulic Project Approval (HPA) for this project. All contacts with the Department of Fish And Wildlife concerning this approval shall be through the Engineer. A copy of the complete Hydraulic Project Approval is included in Appendix C. The provisions of the approval are as follows:

1. Work below the ordinary high water line shall only occur between June 15 and September 30.
2. NOTIFICATION REQUIREMENT: The Area Habitat Biologist (AHB) listed below shall receive written notification (FAX or mail) from the person to whom this Hydraulic Project Approval (HPA) is issued (permittee) or the agent/contractor no less than three working days prior to the start of construction activities. The notification shall include the permittee's name, project location, starting date for work, and the control number for this HPA.
3. Work shall be accomplished per plans and specifications approved by the Washington Department of Fish and Wildlife entitled Wapato Creek Culvert Replacement 70th Avenue East and dated 3/15/06, except as modified by this Hydraulic Project Approval and with the exception of the new box culvert design dated 02/19/08. A copy of these plans shall be available on site during construction.

**NEW PERMANENT CHANNEL CONSTRUCTION**

10. During construction, the new permanent channel shall be isolated from the flowing stream by plugs at the upstream and downstream ends of the new channel. These plugs shall be substantial enough to prevent flood flows from entering the new channel during construction.

11. The new permanent channel shall, at a minimum, be similar in length, width, depth, floodplain configuration, and gradient, as the old channel. The new channel shall incorporate fish habitat components, streambed materials, meander configuration, and native or other approved vegetation equivalent to or greater than that which previously existed in the old channel.

14. Spoils from the new channel shall be placed in an approved upland site. This material shall be used to fill the old channel once the diversion has been completed.

**FISH**

35. Under no circumstances shall a blockage to stream flow or fish passage be created.

36. If at any time, as a result of project activities, fish are observed in distress, a fish kill occurs, or water quality problems develop (including equipment leaks or spills),

immediate notification shall be made to the Washington Department of Ecology at 1-800-258-5990, and to the Area Habitat Biologist listed below.

37. The permittee shall capture and safely move food fish, game fish, and other fish life from the job site. The permittee shall have fish capture and transportation equipment ready and on the job site. Captured fish shall be immediately and safely transferred to free-flowing water downstream of the project site. The permittee may request the Washington Department of Fish and Wildlife assist in capturing and safely moving fish life from the job site to free-flowing water, and assistance may be granted if personnel are available.

38. Every effort shall be taken during all phases of this project to ensure that sediment-laden water is not allowed to enter the stream. This may be accomplished by placing a series of low gravel bag dams downstream of the project. The gravel bag dams shall consist of burlap bags filled with pea gravel. The streambed and dams shall be overlain with filter fabric on the upstream side of the dams. Accumulated silt shall be removed with the filter fabric upon completion of the project and the burlap bags shall be slit to allow the pea gravel to disperse downstream. Where necessary, hand tools may be used to ensure stream flow and fish passages are not impeded by the gravel.

39. If high flow conditions that may cause siltation are encountered during this project, work shall stop until the flow subsides.

40. Extreme care shall be taken to ensure that no petroleum products, hydraulic fluid, fresh cement, sediments, sediment-laden water, chemicals, or any other toxic or deleterious materials are allowed to enter or leach into the stream.

### ***EQUIPMENT***

41. The use of equipment below the ordinary high water line shall be limited to that necessary to gain position for work.

42. Equipment used for this project shall be free of external petroleum-based products while working around the stream. Accumulation of soils or debris shall be removed from the drive mechanisms (wheels, tires, tracks, etc.) and undercarriage of equipment prior to its working below the ordinary high water line. Equipment shall be checked daily for leaks and any necessary repairs shall be completed prior to commencing work activities along the stream.

This Hydraulic Project Approval pertains to contract work within the project limits as described in the original contract. This Hydraulic Project Approval is not a permit for work in material sources, staging areas, or disposal sites not provided in the contract.

When work described in the contract is to be performed below the ordinary high water line, that work shall be performed between the dates of June 15 and September 30.

### **1-07.5(3) State Department of Ecology**

(June 23, 2014)

Section 1-07.5(3) is supplemented with the following:

#### **Construction Stormwater General Permit**

Upon execution of the contract all Contracting Agency responsibilities associated with the Construction Stormwater General Permit shall transfer to the Contractor by submitting a Transfer of Coverage form to the Department of Ecology. The Contractor shall comply with all permit requirements including but not limited to requirements associated with the Surface Water Pollution Prevention Plan specified elsewhere in these Special Provisions. The Contractor shall provide the Agency copies of all submittals required by the Department of Ecology and the Construction Stormwater General Permit conditions, no later than three working days after submission to the Department of Ecology.

A copy of the Construction Stormwater General Permit and Letter of Coverage is included in Appendix C. The Agency will pay fees to DOE for the Construction Stormwater General Permit.

### **1-07.6 Permits And Licenses**

Section 1-07.6 is supplemented with the following:

(September 20, 2010)

The Contracting Agency has obtained the below-listed permit(s) for this project. A copy of the permit(s) is attached as an appendix for informational purposes. All contacts with the permitting agency concerning the below-listed permit(s) shall be through the Engineer. The Contractor shall obtain additional permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable bid items for the work involved. Copies of these permits are required to be onsite at all times.

#### **Construction Stormwater General Permit (NPDES)**

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

The Contractor shall procure and pay for all necessary permits and licenses not included in the Special Provisions, or the Appendix thereto, required for the construction of the work; for temporary obstructions, enclosures, and opening of streets for pipes, walls, etc.; and arising from the construction and completion of the work described in the Contract Documents. The Contractor shall be responsible for all violations of the law throughout the duration of the project. The Contractor shall give all requisite notice to public authorities. A copy of each permit and license obtained by the Contractor shall be furnished to the Engineer.

The Contractor shall procure, at no cost to the City, a Business License from the City of Fife. The License can be obtained at the City Clerk's Office, and a copy of the License shall be submitted with the executed Contract, insurance, etc.

The Contractor will be required to obtain a Hydrant Use Permit prior to using water from any fire hydrant owned by the City of Fife.

## **1-07.9 Wages**

### **1-07.9(1) General**

Section 1-07.9(1) is supplemented with the following:

(January 8, 2013)

The Federal wage rates incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor General Decision No. WA130001.

The State rates incorporated in this contract are applicable to all construction activities associated with this contract.

**(April 2, 2007)**

#### **Application of Wage Rates For The Occupation Of Landscape Construction**

State prevailing wage rates for public works contracts are included in this contract and show a separate listing for the occupation:

Landscape Construction, which includes several different occupation descriptions such as: Irrigation and Landscape Plumbers, Irrigation and Landscape Power Equipment Operators, and Landscaping or Planting Laborers.

In addition, federal wage rates that are included in this contract may also include occupation descriptions in Federal Occupational groups for work also specifically identified with landscaping such as:

Laborers with the occupation description, Landscaping or Planting, or

Power Equipment Operators with the occupation description, Mulch Seeding Operator.

If Federal wage rates include one or more rates specified as applicable to landscaping work, then Federal wage rates for all occupation descriptions, specific or general, must be considered and compared with corresponding State wage rates. The higher wage rate, either State or Federal, becomes the minimum wage rate for the work performed in that occupation.

Contractors are responsible for determining the appropriate crafts necessary to perform the contract work. If a classification considered necessary for performance of the work is missing from the Federal Wage Determination applicable to the contract, the Contractor shall initiate a request for approval of a proposed wage and benefit rate. The Contractor shall prepare and submit Standard Form 1444, Request for Authorization of Additional Classification and Wage Rate available at <http://www.wdol.gov/docs/sf1444.pdf>, and submit the completed form to the Project Engineer's office. The presence of a classification wage on the Washington State

Prevailing Wage Rates For Public Works Contracts does not exempt the use of form 1444 for the purpose of determining a federal classification wage rate.

### **1-07.9(5) Required Documents**

*(January 24, 2011 APWA GSP)*

Supplement this section with the following:

The Contractor or subcontractor directly contracting for “Off-Site, Prefabricated, Non-Standard, Project Specific Items” as defined below shall identify and report information required on the addendum to the “Affidavit of Wages Paid” form filed with the Department of Labor and Industries [form F700-164-000]. The Contractor shall include language in its subcontracts requiring subcontractors and lower-tier subcontractors to comply with the reporting requirements for “Off-Site, Prefabricated, Non-Standard, Project Specific Item” on the Affidavit of Wages Paid form addendum.

The reporting requirement for Items shall apply for all public works contracts estimated to cost over \$1 million entered into by the Contracting Agency and Contractor between September 1, 2010 through December 31, 2013.

"Off-site, prefabricated, nonstandard, project specific items" means products or items that are:

1. Made primarily of architectural or structural precast concrete, fabricated steel, pipe and pipe systems, or sheet metal and sheet metal duct work; and
2. Produced specifically for this Project and not considered to be regularly available shelf items; and
3. Produced or manufactured by labor expended to assemble or modify standard items; and
4. Produced at an off-site location outside the State of Washington.

The Contractor or subcontractor shall comply with the reporting requirements and instructions on the Affidavit of Wages Paid form, and shall report the following information on the Affidavit of Wages Paid form submitted to the Department of Labor and Industries in order to comply with the reporting requirements for use of “Off-Site, Prefabricated, Non-Standard, Project Specific” items:

1. The estimated cost of the project;
2. The name of the Contracting Agency and the project title;
3. The contract value of the off-site, prefabricated, nonstandard, project specific items produced outside of Washington State, including labor and materials; and
4. The name, address, and federal employer identification number of the contractor that produced the off-site, prefabricated, nonstandard, project specific items.

The Contracting Agency may direct the Contractor, at no additional cost to the Contracting Agency, to remove and substitute any subcontractor(s) found to be out of compliance with the “Off-Site Prefabricated Non-Standard Project Specific Items” reporting requirements more than one time as determined by the Department of Labor and Industries.

**1-07.17 Utilities and Similar Facilities**

Section 1-07.17 is supplemented with the following:

(April 2, 2007)

Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.

The following addresses and telephone numbers of utility companies known or suspected of having facilities within the project limits are supplied for the Contractor's convenience:

City of Fife  
Public Works Department  
3725 Pacific Highway East  
Fife, WA 98424  
Attn: Russ Blount, P.E.  
(253) 922-9315

Qwest  
2310 84th Street, Suite 18  
Lakewood, WA 98499  
Attn: Mary Cody  
(253) 597-4017

Tacoma Public Utilities (Tacoma Power/Click!)  
3628 South 35th Street  
Tacoma, WA 98409-3192  
Attn: Margie L. Villanueva  
(253) 502-8371

Puget Sound Energy  
3130 S 38th Street  
Tacoma, WA 98409  
Attn: Ben Blocher  
(253) 476-6037

Comcast  
410 Valley Ave. NW, Suite 12-Bldg C  
Puyallup, WA 98371  
Attn: Aaron Cantrel  
(206) 510-4222

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

Delete this section in its entirety, and replace it with the following:

### **1-07.18 Insurance**

*(January 24, 2011 APWA GSP)*

#### **1-07.18(1) General Requirements**

- A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- B. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. below).
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The insurance policies shall contain a "cross liability" provision.
- E. The Contractor's and all subcontractors' insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or insurance pool coverage.
- F. The Contractor shall provide the Contracting Agency and all Additional Insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).
- H. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency.
- I. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency

on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

- J. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

**1-07.18(2) Additional Insured**

All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.

**1-07.18(3) Subcontractors**

Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall provide evidence of such insurance.

**1-07.18(4) Evidence of Insurance**

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as Additional Insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
3. Any other amendatory endorsements to show the coverage required herein.

**1-07.18(5) Coverages and Limits**

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

**1-07.18(5)A Commercial General Liability**

A policy of Commercial General Liability Insurance, including:

- Per project aggregate
- Premises/Operations Liability

Products/Completed Operations – for a period of one year following final acceptance of the work.

Personal/Advertising Injury

Contractual Liability

Independent Contractors Liability

Stop Gap / Employers' Liability

Explosion, Collapse, or Underground Property Damage (XCU)

Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$1,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury, each offence

Stop Gap / Employers' Liability

\$1,000,000	Each Accident
\$1,000,000	Disease - Policy Limit
\$1,000,000	Disease - Each Employee

#### **1-07.18(5)B Automobile Liability**

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such policy(ies) must provide the following minimum limit:

\$1,000,000 combined single limit

#### **1-07.18(5)C Workers' Compensation**

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

#### **1-07.24 Rights of Way**

*(October 1, 2005 APWA GSP)*

Delete this section in its entirety, and replace it with the following:

Street right of way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits, unless arrangements for use of private property are made.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public right of way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

Each property owner shall be given 48 hours' notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

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

Add the following new section:

### **1-08.0 Preliminary Matters** (May 25, 2006 APWA GSP)

Add the following new section:

#### **1-08.0(1) Preconstruction Conference** (October 10, 2008 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

### **1-08.1 Subcontracting**

(October 12, 1998)

Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed. This certification shall also guarantee that these subcontract agreements include all the documents required by the Special Provision **Federal Agency Inspection**.

A Subcontractor or lower tier Subcontractor will not be permitted to perform any work under the contract until the following documents have been completed and submitted to the Engineer:

1. Request to Sublet Work (Form 421-012), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (Form 420-004).

The Contractor's records pertaining to the requirements of this Special Provision shall be open to inspection or audit by representatives of the Contracting Agency during the life of the contract and for a period of not less than three years after the date of acceptance of the contract. The Contractor shall retain these records for that period. The Contractor shall also guarantee that these records of all Subcontractors and lower tier Subcontractors shall be available and open to similar inspection or audit for the same time period.

#### **1-08.1(1) Subcontract Completion and Return of Retainage Withheld**

Section 1-08.1(1) is revised to read:

(June 27, 2011)

The following procedures shall apply to all subcontracts entered into as a part of this Contract:

#### **Requirements**

1. The Prime Contractor or Subcontractor shall make payment to the Subcontractor not later than ten days after receipt of payment from the Contracting Agency for work satisfactorily completed by the Subcontractor, to the extent of each Subcontractor's interest therein.
2. Prompt and full payment of retainage from the Prime Contractor to the Subcontractor shall be made within 30 days after Subcontractor's Work is satisfactorily completed.
3. For purposes of this Section, a Subcontractor's work is satisfactorily completed when all task and requirements of the Subcontract have been accomplished and including any required documentation and material testing.
4. Failure by a Prime Contractor or Subcontractor to comply with these requirements may result in one or more of the following:
  - a. Withholding of payments until the Prime Contractor or Subcontractor complies
  - b. Failure to comply shall be reflected in the Prime Contractor's Performance Evaluation
  - c. Cancellation, Termination, or Suspension of the Contract, in whole or in part
  - d. Other sanctions as provided by the subcontractor or by law under applicable prompt pay statutes.

#### **Conditions**

This clause does not create a contractual relationship between the Contracting Agency and any Subcontractor as stated in Section 1-08.1. Also, it is not intended to bestow upon any Subcontractor, the status of a third-party beneficiary to the Contract between the Contracting Agency and the Contractor.

#### **Payment**

The Contractor will be solely responsible for any additional costs involved in paying retainage to the Subcontractors. Those costs shall be incidental to the respective Bid Items.

### **1-08.3 Progress Schedule**

#### **1-08.3(2) Progress Schedule Types**

##### **1-08.3(2)A Type A Progress Schedule**

*(March 13, 2012 APWA GSP)*

Revise this section to read:

The Contractor shall submit 3 copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

#### **1-08.4 Prosecution of Work**

Delete this section in its entirety, and replace it with the following:

#### **1-08.4 Notice to Proceed and Prosecution of Work**

*(June 27, 2011 APWA GSP)*

Notice to Proceed will be given after the Contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the Contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the Contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

#### **1-08.5 Time for Completion**

*(June 19, 2014)*

Section 1-08.5 is supplemented with the following:

The project shall be physically complete within 80 working days.

*(August 14, 2013 APWA GSP, Option A)*

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
  - a. Certified Payrolls (per Section 1-07.9(5)).
  - b. Material Acceptance Certification Documents
  - c. Quarterly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
  - d. Final Contract Voucher Certification
  - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
  - f. Property owner releases per Section 1-07.24

## **1-09 MEASUREMENT AND PAYMENT**

### **1-09.6 Force Account**

*(October 10, 2008 APWA GSP)*

Supplement this section with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common proposal for Bidders. All such dollar amounts are to become a part of Contractor's total bid. However, the Contracting Agency does not warrant expressly or by implication, that the actual amount of work will correspond with those estimates. Payment will be made on the basis of the amount of work actually authorized by Engineer.

### **1-09.9 Payments**

*(March 13, 2012 APWA GSP)*

Supplement this section with the following:

Lump sum item breakdowns are not required when the bid price for the lump sum item is less than \$20,000.

## DIVISION 2 EARTHWORK

### **2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP**

Section 2-01 shall be supplemented with the following:

Clearing and grubbing shall be performed as necessary to prepare the project area for grading, and all other items included for constructing this project. All work shall be accomplished within the "limits of work" identified on the plans or as directed by the Engineer. Clearing and grubbing shall include stripping the top 6" of native material.

#### **2-01.2 Disposal of Usable Material and Debris**

Section 2-01.2 is supplemented with the following:

The Contractor shall only use Disposal Method No. 2 for this project.

#### **2-01.3 Construction Requirements**

Section 2-01.3(1) is supplement with the following:

The Contractor shall remove as a part of the bid item "Clearing and Grubbing" all plant material within the "limits of work" as shown on the plans which are not designated for preservation. No vegetation will be removed from within one (1) foot of the existing Wapato Creek until the site grading is complete. After grading is complete, those areas within one (1) foot of Wapato Creek shall be cleared and grubbed of all invasive vegetation species (such as reed canary grass) to remove all invasive species of vegetation while minimizing impact to the waters of Wapato Creek. Herbicides, approved by the Engineer, may be used for this clearing and grubbing work. Those areas shall be hand seeded immediately after clearing and grubbing. All hand and/or herbicide clearing and grubbing and hand seeding shall be incidental to the bid item "Clearing and Grubbing".

Prior to clearing operations, it shall be the Contractor's responsibility to flag **all** trees which are to be removed. The Contractor shall notify the Engineer after flagging is completed and arrange a meeting prior to the removal of any existing trees on the project. At this meeting the Contractor and Engineer shall inspect those trees designated for removal and make any necessary changes. Following the inspection, the Contractor will be notified in writing to proceed with clearing and grubbing. All labor, materials, tools and equipment necessary for flagging and removal of existing trees shall be incidental to the bid item, "Clearing and Grubbing."

#### **2-01.3(4) Roadside Cleanup**

Section 2-01.3(4) is supplement with the following:

6. Any other work determined necessary by the Engineer.

#### **2-01.5 Payment**

Section 2-01.5 is supplemented with the following:

Payment will be made in accordance with Section 2-01.4 for the following bid items:

<b>Clearing and Grubbing</b>	<b>Per Acre</b>
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## **2-03 ROADWAY EXCAVATION AND EMBANKMENT**

### **2-03.1 Description**

Section 2-03.1 is supplemented as follows:

This work shall include excavating and grading for the construction of the wetland mitigation sites, the new stream channel and the detention pond, including hauling and disposing of all unwanted excavated material from within the project limits and preparation of the new streambed subgrade.

### **2-03.3 Construction Requirements**

Section 2-03.3 is supplemented as follows:

The Contractor shall perform all excavation to the lines, grades, and elevations indicated and as specified herein. Grading shall be in conformity with the typical sections shown on the plans. All excavated material deemed unsuitable by the Engineer shall be hauled and disposed of off-site by the Contractor. The Contractor shall utilize excavated material on site to the locations shown in the Plans to the maximum extent possible before hauling off-site to the Contractor provided waste site.

Any material deemed suitable for backfill shall be stockpiled at a site within the project limits approved by the Engineer. Stockpiled materials not utilized on the project shall be removed and payment made in accordance with the applicable bid items.

The Contractor shall sequence operations to minimize the amount of native material left exposed to the elements and minimize rehandling of soils. This will require that the Contractor protect the grade immediately after rough grading.

The Contractor shall submit to the Engineer a proposed schedule for excavation and finish grading a minimum of 7 calendar days prior to commencing any site excavation and grading. Included with the schedule shall be sufficient detail of the sequencing of work to identify which areas will have materials placed at final grade and which areas will contain stockpiled materials for use on future grading activities.

The schedule shall include 5 working days each for inspection and field survey of interim and final grading. This inspection shall be scheduled to occur when the Contractor has completed each major phase of excavation and grading, and before equipment has been removed from the site. As a minimum, there will be three times for the inspection/survey work: after clearing and grubbing to establish a baseline topographic condition; after all on-site soils are graded and excess soils hauled off-site to establish the cubic yards of excavation and off-site haul; and finally, after final grading, including embankment of all materials. No time extensions will be granted for inspection or survey work, provided the Engineer completes the work within the 5-day time periods.

Following inspection by the Engineer the Contractor shall adjust grades as necessary to be in conformance with the contours and spot elevations as shown in the Plans.

All work for site excavation and stream excavation, not specifically identified in unit bid items shall be incidental to the bid item "Site Excavation".

**2-03.3(7)B Haul**

Any excavated material which cannot be used on site will be hauled to a Contractor provided disposal site in accordance with section 2-03.3(7)C.

**2-03.3(14)C Compacting Earth Embankments**

Section 2-03.3(14)C is supplemented with the following:

Material excavated from the area north of the Union Pacific railroad tracks shall be used to construct the Brookville Gardens embankments, which are on the west side of the relocated stream on the north side of the railroad tracks. In that area, each lift shall be compacted to 95 percent of the maximum dry density as determined by Section 2-03.3(14)D of the Standard Specifications.

All embankments shall be placed in accordance with Section 2-03.3(14)C, Method C.

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

Section 2-03.3(14)E is supplemented with the following:

All material excavated from the Oxbow site shall be considered unsuitable for placement in the Brookville Gardens embankment and shall be hauled off site.

**2-03.4 Measurement**

Section 2-03.4 is supplement with the following:

Measurement for "Site Excavation and Haul" and "Embankment Compaction", shall be by neat line measurement based on the plans and interim and final topographic surveys in accordance with Section 2-03.4.

**2-03.5 Payment**

Section 2-03.5 is supplement with the following:

Payment will be made for the following bid items:

<b>Site Excavation and Haul</b>	<b>Per Cubic Yard</b>
<b>Embankment Compaction</b>	<b>Per Cubic Yard</b>

"Site Excavation Including Haul" per cubic yard shall be full compensation for all costs associated with excavating the material from the Brookville Gardens site located north of the Union Pacific railroad tracks, loading and placing the material in the stockpiles as shown in the Plans.

"Embankment Compaction" per cubic yard shall be full compensation for all costs associated with compacting the material to final grade as specified.

For native material excavated and remaining on site, the unit contract prices for "Site Excavation including Haul" and "Embankment Compaction" shall be full compensation for all labor, material, tools, and equipment necessary to satisfactorily complete the work as defined in the Standard Specifications and these Special Provisions.

### **State Departments of Fish and Wildlife**

Section 1-07.5(2) is supplemented with the following:

The Contracting Agency has obtained a Hydraulic Project Approval (HPA) for this project. All contacts with the Department of Fish And Wildlife concerning this approval shall be through the Engineer. A copy of the complete Hydraulic Project Approval is included in Appendix C. The provisions of the approval are as follows:

1. Work below the ordinary high water line shall only occur between June 15 and September 30.
2. NOTIFICATION REQUIREMENT: The Area Habitat Biologist (AHB) listed below shall receive written notification (FAX or mail) from the person to whom this Hydraulic Project Approval (HPA) is issued (permittee) or the agent/contractor no less than three working days prior to the start of construction activities. The notification shall include the permittee's name, project location, starting date for work, and the control number for this HPA.
3. Work shall be accomplished per plans and specifications approved by the Washington Department of Fish and Wildlife entitled Wapato Creek Culvert Replacement 70th Avenue East and dated 3/15/06, except as modified by this Hydraulic Project Approval and with the exception of the new box culvert design dated 02/19/08. A copy of these plans shall be available on site during construction.

### ***NEW PERMANENT CHANNEL CONSTRUCTION***

10. During construction, the new permanent channel shall be isolated from the flowing stream by plugs at the upstream and downstream ends of the new channel. These plugs shall be substantial enough to prevent flood flows from entering the new channel during construction.
11. The new permanent channel shall, at a minimum, be similar in length, width, depth, floodplain configuration, and gradient, as the old channel. The new channel shall incorporate fish habitat components, streambed materials, meander configuration, and native or other approved vegetation equivalent to or greater than that which previously existed in the old channel.
14. Spoils from the new channel shall be placed in an approved upland site. This material shall be used to fill the old channel once the diversion has been completed.

### ***FISH***

35. Under no circumstances shall a blockage to stream flow or fish passage be created.

36. If at any time, as a result of project activities, fish are observed in distress, a fish kill occurs, or water quality problems develop (including equipment leaks or spills), immediate notification shall be made to the Washington Department of Ecology at 1-800-258-5990, and to the Area Habitat Biologist listed below.

37. The permittee shall capture and safely move food fish, game fish, and other fish life from the job site. The permittee shall have fish capture and transportation equipment ready and on the job site. Captured fish shall be immediately and safely transferred to free-flowing water downstream of the project site. The permittee may request the Washington Department of Fish and Wildlife assist in capturing and safely moving fish life from the job site to free-flowing water, and assistance may be granted if personnel are available.

38. Every effort shall be taken during all phases of this project to ensure that sediment-laden water is not allowed to enter the stream. This may be accomplished by placing a series of low gravel bag dams downstream of the project. The gravel bag dams shall consist of burlap bags filled with pea gravel. The streambed and dams shall be overlain with filter fabric on the upstream side of the dams. Accumulated silt shall be removed with the filter fabric upon completion of the project and the burlap bags shall be slit to allow the pea gravel to disperse downstream. Where necessary, hand tools may be used to ensure stream flow and fish passages are not impeded by the gravel.

39. If high flow conditions that may cause siltation are encountered during this project, work shall stop until the flow subsides.

40. Extreme care shall be taken to ensure that no petroleum products, hydraulic fluid, fresh cement, sediments, sediment-laden water, chemicals, or any other toxic or deleterious materials are allowed to enter or leach into the stream.

### ***EQUIPMENT***

41. The use of equipment below the ordinary high water line shall be limited to that necessary to gain position for work.

42. Equipment used for this project shall be free of external petroleum-based products while working around the stream. Accumulation of soils or debris shall be removed from the drive mechanisms (wheels, tires, tracks, etc.) and undercarriage of equipment prior to its working below the ordinary high water line. Equipment shall be checked daily for leaks and any necessary repairs shall be completed prior to commencing work activities along the stream.

This Hydraulic Project Approval pertains to contract work within the project limits as described in the original contract. This Hydraulic Project Approval is not a permit for work in material sources, staging areas, or disposal sites not provided in the contract.

When work described in the contract is to be performed below the ordinary high water line, that work shall be performed between the dates of June 15 and September 30.

**END OF DIVISION 2**

**DIVISION 8  
MISCELLANEOUS CONSTRUCTION**

**8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**

**8-01.3 Construction Requirements**

Section 8-01.3 shall be supplemented with the following:

The Contractor may use straw mulch and wood chips and/or crane mats to provide a stable ground surface upon which to perform the Work. The delivery, installation, maintenance, and removal of any materials used for this purpose will be considered incidental to the various Bid Items associated with the Work.

**8-01.3(2) Seeding and Fertilizing and Mulching**

**8-01.3(2)A Preparation for Application**

Section 8-01.3(2)A is supplemented with the following:

Prior to seeding/planting the wetland creation and enhancement areas shall be covered by a four-inch thick compost blanket. Once placed the compost shall be rototilled into the soil to a depth of eight inches creating a uniform blend of topsoil, native soil, and compost.

**8-01.3(2)B Seeding and Fertilizing**

Section 8-01.3(2)B is supplemented with the following:

Seed shall be placed using the appropriate rate, seed mix and analysis specified herein, or as designated by the Engineer.

The wetland creation and wetland enhancement shall be hydroseeded in the fall within 20 days of grading. The seeding may be accomplished by approved hand methods when impractical to hydroseed, as determined by the Engineer.

Hydroseed over-spray shall be hand brushed off twigs, trunks, and foliage of existing plants.

A slurry seed mix consisting of seed and water shall be uniformly applied over all areas to be planted, as appropriate. All seed mixes shall be applied at the rate of 100 pounds of pure live seed per acre.

Seeding: The following seed mix shall be furnished at the rate described below:

**Wetland Seed Mix for Wetland Planting Zone B and C**

<u>Name</u>	<u># Pure Live Seed/acre</u>
Western Manna Grass	90
<i>Glyceria occidentalis</i>	
Tufted Hairgrass	6
<i>Deschampsia cespitosa</i>	

Canada Reed	2
<u><i>Calamagrostis Canadensis</i></u>	
Spike Bentgrass	2
<u><i>Agrostis exarata</i></u>	

After seeding the Contractor shall be responsible to ensure a healthy stand of grass, otherwise, the Contractor shall, restore eroded areas, clean up eroded materials, and reapply the seed, at no additional cost to the Contracting Agency.

The Contractor shall be responsible for performing the following duties:

1. Areas, which have been damaged through any cause prior to final inspection, and areas failing to receive a uniform application at the specified rate, shall be reseeded and remulched at the Contractor's expense.
2. Seeded areas within the planting area shall be considered part of the planting area. Weeds within the seeded areas shall be controlled in accordance with Section 8-02.3(3).

#### **8-01.3(3) Placing a Compost Blanket**

Section 8-01.3(3) is supplemented with the following.

Compost blanket shall be placed to a depth of 4 inches over the wetland creation and enhancement areas. Compost blanked shall be placed before rototilling, seeding, and other planting.

#### **8-01.4 Measurement**

Section 8-01.4 shall be supplemented with the following:

Seed mixes will be measured by the lbs; with application rate of 100 lbs per acre.  
Compost blanket will be measured by the acre.

"Rototilling - 8-Inch Depth" will be measured along the ground slope and computed in square yards of actual area rototilled.

#### **8-01.5 Payment**

Section 8-01.5 shall be supplemented with the following:

Payment will be made in accordance with Section 1-04.1, for the following Bid item when they are included in the Proposal:

- "Wetland Seed Mix", per acre
- "Compost Blanket four inches thick", per acre.
- "Rototilling - 8-Inch Depth", square yard.

The unit Contract price per square yard for "Rototilling - 8-Inch Depth", shall be full pay for all materials, labor, tools, equipment, and supplies necessary to satisfactorily complete the work as specified.

## **8-02 ROADSIDE RESTORATION**

### **8-02.2 Materials**

Section 8-02.2 is supplemented with the following:

All plant material must have a genetic provenance from an area west of the Cascade Mountains below 1000 feet in elevation and east of the Pacific Ocean, south of Vancouver, British Columbia, and north of Vancouver Washington. The propagating nursery shall certify in writing that all plants are grown from seeds or cuttings collected in this geographic area. A copy of this certification shall be submitted to the Engineer for verification at least one month before planting may occur.

The Contractor must obtain approval from the Engineer for use of other sources of plant material, then those specified in plant lists or plans provided by WSDOT, a minimum of 30 days prior to planting. No substitution of plant material, species or variety, will be permitted unless evidence is submitted in writing to the Engineer that a specified plant cannot be obtained and has been unobtainable since the award of the contract. If substitution is permitted, it can be made only with written approval by the Engineer. The nearest variety, size, and grade, as approved by the Engineer, shall then be furnished. Container or balled and burlapped plant material may be substituted for bareroot plant material. Container grown plant material may be substituted for balled and burlapped plant materials. Container size shall be determined by the volume of the rootball that is specified. These substitutions shall be approved by the Engineer and be at no cost to the Contracting Agency.

The Contractor shall receive approval of all plant quantities from the Engineer prior to ordering materials.

### **8-02.3 Construction Requirements**

#### **8-02.3(3) Planting Area Weed Control**

Section 8-02.3(3) is supplemented with the following:

Prior to planting, the wetland buffer planting areas shall be mowed and an application of herbicides shall be made in order to control reed canarygrass. After mowing, herbicides will be applied in accordance with applicable federal, state, and local laws when new growth reaches 6-12".

#### **8-02.3(4) Topsoil**

##### **8-02.3(4)B Topsoil Type B**

Section 8-02.3(4)B is supplemented with the following:

Only the material between 12" and 24" deep excavated from the Brookville site will be considered Topsoil Type B.

#### **8-02.3(5) Planting Area Preparation**

Section 8-02.3(5) is supplemented with the following:

The Contractor shall be responsible for constructing an access road from Radiance Blvd. E. for planting zone A. No additional payment will be made for constructing, maintaining, and removing any materials necessary to access zone A. Repair of any damage to existing features, including but not limited to curbs, sidewalk, trees, fences, grass, and pavements, shall be considered incidental to the plant-related bid items.

#### **8-02.3(7) Layout of Planting**

Section 8-02.3(7) is supplemented with the following:

The Contractor shall be responsible for determining final quantities of plant material to complete the Landscape Plan as shown. The Contractor shall coordinate with the Engineer the final location for all plant materials prior to delivery. The Contractor shall neither deliver to the site nor install planting materials until authorized by the Engineer.

The Engineer reserves the option of selecting and reviewing plant material at the nursery. The Contractor shall provide the Engineer with at least one week notice prior to preparing plants for shipping.

#### **8-02.3(8) Planting**

Section 8-02.3(8) is supplemented as follows:

Planting holes in the wetland buffer enhancement (Zone A) shall receive amendment with three inches of compost which will be mixed into native soil when each plant is installed.

Woody species shall receive plastic herbivory guards (Tree Protection Devices) 12 inches in height around their bases to reduce mortality from rodents such as mice and beaver. These guards should be left in place for two years and then removed. Plantings will be monitored for damage from larger animals such as deer, with additional protective devices installed as necessary.

#### **8-02.3(11) Bark or Wood Chip Mulch**

Section 8-02.3(11) is supplemented as follows:

For Wetland Creation Planting (Zone B): Three-inch bark mulch rings, three feet in diameter shall be placed around all planted woody species.

For Wetland Buffer Planting (Zone A): A three-inch thick bark mulch blanket will be placed in all planting areas.

#### **8-02.4 Measurement**

Section 8-02.4 shall be supplemented with the following:

“Compost” will be measured by the cubic yard

Individual guards shall be used as the unit of measurement when estimating “Tree Protection Device”.

Bark or Wood Chip Mulch will be measured by the cubic yard.

#### **8-02.5 Payment**

Section 8-02.5 shall be supplemented with the following:

“Tree Protection Device”, per each.  
“Compost,” per cubic yard.  
“Bark or Wood Chip Mulch”, per cubic yard.

### **8-03 IRRIGATION SYSTEM**

#### **8-03.3(1) Layout of Irrigation System**

Section 8-03.3(1) shall be replaced with the following:

The Contractor shall design the layout of the irrigation system in order to obtain full and adequate coverage of plant material with water and to avoid over-watering and soil erosion. Approval must be obtained from the Engineer. Alterations and changes in the layout may be expected in order to conform to ground conditions and to obtain full and adequate coverage of plant material with water. However, no changes in the system as planned shall be made without prior authorization by the Engineer.

#### **8-03.3(11) System Operation**

Section 8-03.3(11) shall be supplemented with the following:

The Contractor shall begin irrigation within one week after conclusion of planting in any one planting zone. The Contractor shall be responsible for the operation of the irrigation system for the two-year plant establishment period and for removal of the system at the end of this period. The watering schedule shall be modified as necessary to adjust for weather conditions, water needs of the new landscape plantings, and to avoid over-watering and soil erosion.

### **8-05 WETLAND MITIGATION GRADING**

**NEW SECTION**

#### **8-05.1 Description**

Work in this section consists of clearing and grading of the wetland creation and enhancement areas.

#### **8-05.2 Materials**

Materials shall meet the requirements of the following sections:

Compost/Mulch	9-14.4
Seed	8-01.3(2)B

#### **8-05.3 Construction Requirements**

##### **8-05.3(1) General**

The Contractor shall be responsible for the protection of vegetation and structures outside of the grading areas. The Contractor shall repair or replace any damaged items at his/her own expense.

The Contractor shall establish erosion control measures prior to any work in this area.

No work or equipment will be allowed within the Wapato Creek streambed.

**8-05.3(2) Clearing and Grubbing**

The Contractor shall clear and grub all vegetation not specifically noted or indicated to remain from the wetland enhancement and creation areas (Planting Zones B and C). Debris shall be disposed of off-site.

**8-05.3(3) Site Grading**

The Contractor shall grade Wetland Excavation Zone E as directed by the engineer.

**8-05.3(4) Site Excavation**

All reed canary grass shall be properly disposed of off-site, all other vegetation and soils shall be disposed of off-site.

**8-05.4 Measurement**

Wetland Excavation will be measured by the cubic yard (CY) of material removed.

**8-05.5 Payment**

“Wetland Excavation Zone E” per cubic yard (CY)

**8-15 RIPRAP**

**8-15.1 Description**

Section 8-15.1 shall be supplemented with the following:

This work shall consist of placing streambed gravel in the stream channel.

**8-15.2 Materials**

Section 8-15.2 shall be supplemented with the following:

Streambed gravel shall be clean, naturally occurring gravel material meeting the following gradation requirements:

Screen Size	Percent Passing by Weight
5"	100
4"	95-100
3"	90-95
1 1/2"	65-80
1 1/4"	45-60

No. 4

22-46

#200

0-2

**8-15.4 Measurement**

Section 8-15.4 shall be supplemented with the following:

“Streambed gravel” will be measured by the ton.

**8-15.5 Payment**

Section 8-15.5 shall be supplemented with the following:

<b>Streambed gravel</b>	<b>Per Ton</b>
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Add the following new section:

**8-19 DECOMMISSIONING GROUNDWATER MONITORING WELLS                      NEW SECTION**

**8-19.1 Description**

The Contractor shall decommission the existing groundwater monitoring wells as directed by the Engineer. All work in this section shall be conducted in conformance with regulatory requirements, including:

WAC 173-160-381, RCW 18.104, RCW 43.21A.080, RCW 98-08-032 (order 97-08)

Agency Contact

Washington State Department of Ecology  
Northwest Regional Office  
3190 160<sup>th</sup> Avenue S.E.  
Bellevue, WA 98008-5452  
425-649-7000

**8-19.2 Materials**

Hazardous materials shall be removed, transported, and disposed of in accordance with regulations.

**8-19.3 Construction Requirements**

The decommissioning procedure must be recorded and reported as required by the Department of Ecology (DOE).

The wells shall be decommissioned by one of the following three (3) methods:

- (1) Perforate the casing from the bottom to within five feet of the land surface and pressure grout the casing.
  - a. Perforations shall be at least four equidistant cuts per row, and one row per foot. Each cut shall be at least one and one-half inches long.
  - b. Apply enough pressure to force the sealing material through the perforations, filling any voids on the outside of the casing.
  - c. The remainder of the casing shall be filled with cement grout, neat cement, or bentonite slurry.
- (2) Withdraw the casing and fill the bore hole with cement grout, neat cement or bentonite as the casing is being withdrawn.
- (3) Fill the casing from bottom to within five feet of land surface with bentonite, cement grout, or neat cement.

**8-19.4 Measurement**

Measurement for well decommissioning shall be per each complete decommissioning.

**8-19.5 Payment**

“Decommission Monitoring Well” per each shall be full compensation for all labor, equipment and materials necessary to complete the removal of the wells as directed by the Engineer and described in these specifications.

<b>Decommission Monitoring Well</b>	<b>Per Each</b>
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**8-26 LARGE WOODY DEBRIS**

**NEW SECTION**

**8-26.1 Description**

The Contractor shall install Large Woody Debris (LWD) in the excavated channels of the Stewart Road Stream. The LWD shall consist of timber logs, with root wads, and shall be placed as shown in the plans or as directed by the Engineer.

**8-26.2 Materials**

Timber logs shall be fir and/or cedar and shall be a minimum of 18-25 feet in length, with a minimum trunk diameter of 18 inches, and have a minimum root wad diameter of 3 feet.

**8-26.3 Construction Requirements**

The Contractor shall place logs at locations indicated in the plans along the excavated stream channel. The logs shall be placed with the edge of the root wad extending at least 1/3 of the way into the stream, but not past the centerline of the stream. The root wad shall be buried a minimum of 1 foot below the bottom of the low flow channel and no greater than 50% of the diameter of the root wad and trunks shall be buried. Approximately 2/3 of the total length of the log shall be buried into the bank.

A minimum of three logs shall be placed at each location as shown in the plans, which will constitute the LWD. The logs shall be placed at an approximate angle of 30 degrees to the flow line of the stream, except for the oblique log, which shall be placed such that it anchors the other two logs, and which shall not be aligned within 15 degrees of perpendicular to the center

of the stream channel.

**8-26.4 Measurement**

"Large Woody Debris" will be measured per each log installed.

**8-26.5 Payment**

Payment will be made in accordance with Section 1-04.1, for each of the following bid items:

The unit contract price per each for "Large Woody Debris," shall be full pay for all labor, equipment and materials necessary to supply, load, haul and place logs in the Stewart Road Stream channel areas as indicated in the Plans and Specifications and as directed by the Engineer. The unit price per each shall also include necessary excavation and backfill for log installation and the disposal of excavated material for log placement.

**DIVISION 9  
MATERIALS**

**9-14 EROSION CONTROL AND ROADSIDE PLANTING**

**9-14.2 Seed**

Section 9-14.2 shall be supplemented with the following:

Seeding for stockpiled material and for other areas as directed by the Engineer shall conform to the following mix design:

**Temporary Erosion Control Seed Mix**

	<b>% Weight</b>	<b>% Purity</b>	<b>% Germination</b>
Chewings or red fescue <i>Festuca rubra var. commutata or Festuca rubra</i>	40	98	90
Annual or perennial rye <i>Lolium multiflorum or Lolium perenne</i>	40	98	90
Redtop or colonial bentgrass <i>Agrostis alba or Agrostis tenuis</i>	10	98	85
White dutch clover <i>Trifolium repens</i>	10	98	90

## **Appendix A- WSDOT STANDARD PLANS**

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**(August 5, 2013)**  
**Standard Plans**

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 13-037, effective August 5, 2013 is made a part of this contract.

The Standard Plans are revised as follows:

A-50.10

Sheet 2 of 2, Plan, with Single Slope Barrier, reference C-14a is revised to C-70.10

A-50.20

Sheet 2 of 2, Plan, with Anchored Barrier, reference C-14a is revised to C-70.10

A-50.30

Sheet 2 of 2, Plan (top), reference C-14a is revised to C-70.10

B-10.20 and B-10.40

Substitute "step" in lieu of "handhold" on plan

B-25.20

Add Note 7. See Standard Specification Section 8-04 for Curb and Gutter requirements

B-90.40

Offset & Bend details, add the subtitle, "Plan View" above titles

C-16a

Note 1, reference C-28.40 is revised to C-20.10

C-16b

Note 3, reference C-28.40 is revised to C-20.10

C-70.10-00

Elevation, and Barrier Connection Detail, callout for premolded joint filler, revise  $\frac{1}{4}$ " to  $\frac{3}{8}$ "  
Note 1, revise  $\frac{1}{4}$ " to  $\frac{3}{8}$ ".

The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "\*\*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

C-75.10-00

Elevation, callout for premolded joint filler, revise  $\frac{1}{4}$ " to  $\frac{3}{8}$ ", Note 1, revise  $\frac{1}{4}$ " to  $\frac{3}{8}$ ".  
The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "\*\*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

C-75.20-00

Elevation, callout for premolded joint filler, revise 1/4" to 3/8", Note 1, 1 revise 1/4" to 3/8". The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "\*\*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

#### C-75.30-00

Elevation, and Plan views, callout for premolded joint filler, revise 1/4" to 3/8" ", Note 1, revise 1/4" to 3/8".

The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "\*\*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

#### C-80.10-00

The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "\*\*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

#### C-80.20-00

The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "\*\*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

#### C-80.30-00

The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "\*\*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

#### C-80.40-00

The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "\*\*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

#### C-85.14

General Notes, Note 1, reference to Standard Plan C-13 is revised to C-70.10

#### C-85.15

General Notes, Note 2, reference to Standard Plan C-13 is revised to C-70.10

C-85.16

General Notes, Note 1, reference to Standard Plan C-13 is 1 revised to C-70.10

C-85.18

General Notes, Note 1, reference to Standard Plan C-13 is revised to C-70.10

C-85.20

General Notes, Note 3, reference to Standard Plan C-13 is revised to C-70.10

D-3.10

Key Note 7, reference to 1130.04(5).06 is revised to 730.05(5)

F-10.12

Note 1. See Standard Plan F-30.10 for Curb Expansion and Contraction Joint spacing. Is revised to read; "See Standard Plan F-30.10 for Curb Expansion and Contraction Joint spacing and see Standard Specification section 8-04 and 9-04 for additional requirements."

F-10.62

Plan Title, Precast Concrete Sloped Mountable Curb is revised to read; "Precast Sloped Mountable Curb"

F-10.64

Plan Title, Plan Title, Precast Concrete Dual Faced Sloped Mountable Curb is revised to read; "Precast Dual Faced Sloped Mountable Curb"

F-30.10

Sections, left side of sheet, (4 places), dimension, Sidewalk - 6' - 0" MIN.(See Contract) is revised to read; "Sidewalk (See Contract)"

Section, top middle of sheet, dimension, Sidewalk - 6' - 0" MIN. (See Contract) is revised to read; "Sidewalk (See Contract)"

F-80.10

callout, top middle of sheet, Match Sidewalk Width See Contract Plans ~ 4' - 0" MIN. is revised to read; "Match Sidewalk Width See Contract Plans"

dimension, PLAN VIEW TYPE 2, (2 places), 4' - 0" MIN, is revised to read; "(See Contract)"

dimension, SECTION C, See Contract Plans ~ 4' - 0" MIN. is revised to read; "See Contract Plans"

G-60.20

Side View, callout, "Anchor Rod ~ 1-3/4" Diam. x 4'-4" Threaded 8" Min. Each End; W/ 2 Washers & 4 Heavy Hex Nuts ~ Galvanize Exposed Anchor Rod End for 1'-0" Min." is revised to read; "Anchor Rod ~ 1-3/4" Diam. x 4'-4" Threaded 8" Min. Each End; W/ 2 Washers & 6 Heavy Hex Nuts ~ Galvanize Exposed Anchor Rod End for 1'-0" Min."

G-60.30

End View, callout, "Anchor Rod ~ 1-3/4" Diam. x 4'-4" Threaded 8" Min. Each End; W/ 2 Washers & 4 Heavy Hex Nuts ~ Galvanize Exposed Anchor Rod End for 1'-0" Min." is revised to read; "Anchor Rod ~ 1-3/4" Diam. x 4'-4" Threaded 8" Min. Each End; W/ 2 Washers & 6 Heavy Hex Nuts ~ Galvanize Exposed Anchor Rod End for 1'-0" Min."

#### H-70.20

Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard 1 Plan I-70.10 is revised to H-70.10

#### I-50.10

Deleted

#### J-3b

Sheet 2 of 2, Plan View of Service Cabinet, Boxed Note, "SEE STANDARD PLAN J-6C..." is revised to read: "SEE STANDARD PLAN J-10.10..."

Sheet 2 of 2, Plan View of Service Cabinet Notes, references to Std. Plan J-9a are revised to J-60.05 (3 instances).

#### J-10.10

Note 2. The contractor shall install the conduits in the locations shown. Conduits shall extend 2" min. above the coupling. The conduit containing unfused utility conductors shall extend into the utility chase is revised to read:

"The contractor shall install the conduits in the locations shown. Conduits shall extend 2" min. above the coupling. The grounded end bushing on GRS conduit and the end bell bushing on PVC conduit shall extend 3" max. above the coupling. The conduit containing unfused utility conductors shall extend into the utility chase."

Note 4. The cabinets shall be attached to the foundation with 4 each: 1/2" x 12" x 2" x 4" hot dip galv. anchor bolts, washers, and nuts. Stainless steel epoxy anchors may be used as an alternative, and shall be 1/2" diam. x 9", or 5/8" diam. x 8". Bolts shall extend 1 1/2" min. to 2" max. above the concrete pad is revised to read:

"The cabinets shall be attached to the foundation with 4 each: 1/2" x 12" x 2" x 4" anchor bolts, washers, and nuts conforming to Section 9-06.5(1) and galvanized after fabrication in accordance with AASHTO M 232. Stainless steel epoxy anchors may be used as an alternative, and shall be 1/2" diameter x 9", or 5/8" diameter x 8". Threaded Rod (conforming to ASTM F 593), washers (conforming to ASTM A 240), and nuts (conforming to ASTM F 594), all shall be Type 304 stainless steel. Bolts shall extend 1 1/2" min. to 2" max. above the concrete pad."

#### J-10.15

ANCHOR BOLT detail, callout – ASTM A307 with washer and nut – Galvanized per AASHTO M 232 is revised to read; "Anchor bolts, washers, and nuts conforming to Section 9-06.5(1) and galvanized after fabrication in accordance with AASHTO M 232 "

#### J-15.10

Elevation View (3x), Depth dimension, reads; "Depth ~ See Std. Spec. 9-20.3(14)E and Contract", revised to read; "Depth ~ See Std. Spec. 8-20.3(13)A and Contract"

#### J-15.15

General Notes, Note 3, reference to Standard Plan J-7c is revised to J-27.15

#### J-16b

Deleted

J-16c

Deleted

J-20.10-02

Foundation Detail, callout, "1/2" diameter steel hex nut, with 1 1/2" flat washer (2) each req'd per anchor bolt" is revised to read; 1/2" diameter steel heavy hex nut, with 1/2" flat washer (2) each req'd per anchor bolt

J-20.11-01

Sheet 1, View A, callout, "1/2" x 26" full thread ~ (4) required 1/2" hex nuts ~ (4) required per anchor bolt" is revised to read; "1/2" x 24" full thread ~ (4) required 1/2" heavy hex nuts ~ (4) required per anchor bolt"

Section B, callout, "1/2" diameter steel hex nut, with 1/2" flat washer, (2) required per anchor bolt" is revised to read; 1/2" diameter steel heavy hex nut, with 1/2" flat washer, (2) required per anchor bolt

Sheet 2, Elevation, callout, "Anchor bolt 1/2" x 28" full thread ~ (4) required 1/2" hex nuts ~ (4) required per anchor bolt" is revised to read: Anchor bolt 3/4" x 36" full thread ~ (4) required 3/4" heavy hex nuts ~ (4) required per anchor bolt"

J-20.16

Elevation, callout, "1/4" Premolded Joint Filler" is revised to read; "3/8" Premolded Joint Filler"

Add General Note 9. "Junction Box serving the Standard shall preferably be located 5' – 0" (10' – 0" Max.) from the Standard."

J-21.10-03

Sheet 1, Round Concrete Foundation Detail, Elevation, callout, "3/4" hex nuts, steel, (4) Req'd. per Anchor Bolt" is revised to read; Anchor bolt 3/4" x 30" full thread ~ (4) required 3/4" heavy hex nuts, steel, (4) Req'd. per Anchor Bolt

Sheet 1, Square Concrete Foundation Detail, Elevation, callout, "3/4" hex nuts, steel, (4) Req'd. per Anchor Bolt" is revised to read; Anchor bolt 3/4" x 30" full thread ~ (4) required 3/4" heavy hex nuts, steel, (4) Req'd. per Anchor Bolt

Sheet 1, Detail C, callout, "Base Plate Assembly ~ 1/2" Diam. steel hex nut, with 1 1/2" flat washer, 2 each req'd per anchor bolt ~ minimum of 2 threads above top of nut or 5/8" maximum (Typ.)" is revised to read; Base Plate Assembly ~ 3/4" heavy hex nut, with 3/4" flat washer, 2 each req'd per anchor bolt ~ minimum of 2 threads above top of nut or 5/8" maximum (Typ.)"

Sheet 2, Round Concrete Foundation Detail, Elevation, callout, "Anchor Bolts ~ (4) req'd per assembly (Typ.)" is revised to read; Anchor Bolt 3/4" x 30" full thread ~ (4) req'd per assembly (Typ.)"

Callout, "3/4" hex nuts, steel ~ (4) req'd. per anchor bolt" is revised to read; 3/4" heavy hex nuts, steel ~ (4) req'd. per anchor bolt

Sheet 2, Round Concrete Foundation Detail, Elevation, callout, "Anchor Bolts ~ (4) req'd per assembly (Typ.)" is revised to read; Anchor Bolt 3/4" x 30" full thread ~ (4) req'd per

assembly (Typ.)” .....

Callout, “3/4” hex nuts, steel ~ (4) req’d. per anchor bolt” is revised to read; 1 3/4” heavy hex nuts, steel ~ (4) req’d. per anchor bolt

J-22.15-01

Ramp Meter Signal Standard, elevation, dimension 4’6” is revised to read; 6’-0”

J-29.10

Galvanized Welded Wire Mesh detail, callout – “Drill and Tap for 1/4” Diam. Cap Screw, 3 Places, @ 9” center, all 4 edges S.S. Screw, ASTM F593 and washer”

Is revised to read;

“Drill and Tap for 1/4” Diam. Cap Screw, 3 Places, @ 9” center, all 4 edges S.S. Screw, ASTM F593 and washer. Liberally coat the threads with Anti-seize Compound.”

J-29.15

Title, “Camera Pole Standard” is revised to read; “Camera Pole Standard Details”

J-29-16

Title, “Camera Pole Standard Details” is revised to read; “Camera Pole Details”

J-60.14

All references to J-16b (6x) are revised to read; J-60.11

J-75.40

Monotube Sign Structure, elevation, callout – EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC. MINIMUM SIZE # 8

Is revised to read; EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC minimum size # 4 AWG

Detail C, callout– EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL REINFORCING BAR, SIZE PER NEC MIN. SIZE # 8

Is revised to read; EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL REINFORCING BAR, SIZE PER NEC minimum size # 4 AWG

Detail C, callout – Stainless Steel, selftapping 1/4” Diam. Screw w/ S.S. Washer, space approx. 9” O.C. is revised to read; “Stainless Steel, selftapping 1/4” Diam. Screw w/ S.S. Washer, space approx. 9” O.C., liberally coat the threads with Anti-seize compound”

J-75.45

elevation, callout – EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC. MINIMUM SIZE # 8

Is revised to read:

EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC minimum size # 4 AWG

Detail D, callout– EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL REINFORCING BAR, SIZE PER NEC. MIN. SIZE # 8

Is revised to read:

EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO 1 STEEL REINFORCING BAR,  
SIZE PER NEC minimum size # 4 AWG

Detail C, callout – Stainless Steel, selftapping ¼” Diam. Screw w/ S.S. Washer, space approx. 9” O.C. is revised to read; “Stainless Steel, selftapping ¼” Diam. Screw w/ S.S. Washer, space approx. 9” O.C., liberally coat the threads with Anti-seize compound”

J-90.10

Section B, callout, “Hardware Mounting Rack ~ S. S. 1-5/8” Slotted Channel” is revised to read: “Hardware Mounting Rack (Typ.) ~ Type 304 S. S. 1-5/8” Slotted Channel”

J-90.20

Section B, callout, “Hardware Mounting Rack (Typ.) ~ S. S. 1-5/8” Slotted Channel” is revised to read: “Hardware Mounting Rack (Typ.) ~ Type 304 S. S. 1-5/8” Slotted Channel”

K-80.30

In the NARROW BASE, END view, the reference to Std. Plan C-8e is revised to Std. Plan K-80.35

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

A-10.10-00.....8/7/07 A-30.35-00.....10/12/07 A-50.20-01.....9/22/09  
A-10.20-00.....10/5/07 A-40.00-00.....8/11/09 A-50.30-00.....11/17/08  
A-10.30-00.....10/5/07 A-40.10-02.....6/2/11 A-50.40-00.....11/17/08  
A-20.10-00.....8/31/07 A-40.15-00.....8/11/09 A-60.10-01.....10/14/09  
A-30.10-00.....11/8/07 A-40.20-02.....5/29/13 A-60.20-02.....6/2/11  
A-30.15-00.....11/8/07 A-40.50-01.....6/2/11 A-60.30-00.....11/8/07  
A-30.30-01.....6/16/11 A-50.10-00.....11/17/08 A-60.40-00.....8/31/07

B-5.20-01.....6/16/11 B-30.50-01.....4/26/12 B-75.20-01.....6/10/08  
B-5.40-01.....6/16/11 B-30.70-03.....4/26/12 B-75.50-01.....6/10/08  
B-5.60-01.....6/16/11 B-30.80-00.....6/8/06 B-75.60-00.....6/8/06  
B-10.20-01.....2/7/12 B-30.90-01.....9/20/07 B-80.20-00.....6/8/06  
B-10.40-00.....6/1/06 B-35.20-00.....6/8/06 B-80.40-00.....6/1/06  
B-10.60-00.....6/8/06 B-35.40-00.....6/8/06 B-82.20-00.....6/1/06  
B-15.20-01.....2/7/12 B-40.20-00.....6/1/06 B-85.10-01.....6/10/08  
B-15.40-01.....2/7/12 B-40.40-01.....6/16/10 B-85.20-00.....6/1/06  
B-15.60-01.....2/7/12 B-45.20-00.....6/1/06 B-85.30-00.....6/1/06  
B-20.20-02.....3/16/12 B-45.40-00.....6/1/06 B-85.40-00.....6/8/06  
B-20.40-03.....3/16/12 B-50.20-00.....6/1/06 B-85.50-01.....6/10/08  
B-20.60-03.....3/15/12 B-55.20-00.....6/1/06 B-90.10-00.....6/8/06  
B-25.20-01.....3/15/12 B-60.20-00.....6/8/06 B-90.20-00.....6/8/06  
B-25.60-00.....6/1/06 B-60.40-00.....6/1/06 B-90.30-00.....6/8/06  
B-30.10-01.....4/26/12 B-65.20-01.....4/26/12 B-90.40-00.....6/8/06  
B-30.20-02.....4/26/12 B-65.40-00.....6/1/06 B-90.50-00.....6/8/06  
B-30.30-01.....4/26/12 B-70.20-00.....6/1/06 B-95.20-01.....2/3/09  
B-30.40-01.....4/26/12 B-70.60-00.....6/1/06 B-95.40-00.....6/8/06

C-1.....6/16/11 C-6.....5/30/97 C-23.60-02.....6/21/12  
 C-1a.....10/14/09 C-6a.....10/14/09 C-24.10-00.....7/12/12  
 C-1b.....6/16/11 C-6c.....1/6/00 C-25.18-03.....7/2/12  
 C-1c.....5/30/97 C-6d.....5/30/97 C-25.20-05.....7/2/12  
 C-1d.....10/31/03 C-6f.....7/25/97 C-25.22-04.....7/2/12  
 C-2.....1/6/00 C-7.....6/16/11 C-25.26-02.....7/2/12  
 C-2a.....6/21/06 C-7a.....6/16/11 C-25.80-02.....7/2/12  
 C-2b.....6/21/06 C-8.....2/10/09 C-40.14-02.....7/2/12  
 C-2c.....6/21/06 C-8a.....7/25/97 C-40.16-02.....7/2/12  
 C-2d.....6/21/06 C-8b.....6/27/11 C-40.18-02.....7/2/12  
 C-2e.....6/21/06 C-8e.....2/21/07 C-70.10-00.....4/8/12  
 C-2f.....3/14/97 C-8f.....6/30/04 C-75.10-00.....4/8/12  
 C-2g.....7/27/01 C-10.....6/3/10 C-75.20-00.....4/8/12  
 C-2h.....3/28/97 C-16a.....6/3/10 C-75.30-00.....4/8/12  
 C-2i.....3/28/97 C-16b.....6/3/10 C-80.10-00.....4/8/12  
 C-2j.....6/12/98 C-20.10-01.....6/20/13 C-80.20-00.....4/8/12  
 C-2k.....7/27/01 C-20.14-02.....7/2/12 C-80.30-00.....4/8/12  
 C-2n.....7/27/01 C-20.15-01.....7/2/12 C-80.40-00.....4/8/12  
 C-2o.....7/13/01 C-20.18-01.....7/2/12 C-80.50-00.....4/8/12  
 C-2p.....10/31/03 C-20.19-01.....7/2/12 C-85.10-00.....4/8/12  
 C-3.....6/27/11 C-20.40-03.....7/2/12 C-85.11-00.....4/8/12  
 C-3a.....10/4/05 C-20.42-03.....7/2/12 C-85.14-00.....6/16/11  
 C-3b.....6/27/11 C-20.45-01.....7/2/12 C-85.15-00.....6/16/11  
 C-3c.....6/27/11 C-22.14-02.....6/16/11 C-85.16-00.....6/16/11  
 C-4b.....6/8/06 C-22.16-03.....4/18/12 C-85.18-00.....6/16/11  
 C-4e.....2/20/03 C-22.40-02.....6/16/10 C-85.20-00.....6/16/11  
 C-4f.....7/2/12 C-22.45-00.....6/16/11 C-90.10-00.....7/3/08  
  
 D-2.04-00.....11/10/05 D-2.48-00.....11/10/05 D-3.17-01.....5/17/12  
 D-2.06-01.....1/6/09 D-2.64-01.....1/6/09 D-4.....12/11/98  
 D-2.08-00.....11/10/05 D-2.66-00.....11/10/05 D-6.....6/19/98  
 D-2.14-00.....11/10/05 D-2.68-00.....11/10/05 D-10.10-01.....12/2/08  
 D-2.16-00.....11/10/05 D-2.80-00.....11/10/05 D-10.15-01.....12/2/08  
 D-2.18-00.....11/10/05 D-2.82-00.....11/10/05 D-10.20-00.....7/8/08  
 D-2.20-00.....11/10/05 D-2.84-00.....11/10/05 D-10.25-00.....7/8/08  
 D-2.32-00.....11/10/05 D-2.86-00.....11/10/05 D-10.30-00.....7/8/08  
 D-2.34-01.....1/6/09 D-2.88-00.....11/10/05 D-10.35-00.....7/8/08  
 D-2.36-02.....1/6/09 D-2.92-00.....11/10/05 D-10.40-01.....12/2/08  
 D-2.42-00.....11/10/05 D-3.09-00.....5/17/12 D-10.45-01.....12/2/08  
 D-2.44-00.....11/10/05 D-3.10-01.....5/29/13 D-15.10-01.....12/2/08  
 D-2.60-00.....11/10/05 D-3.11-02.....5/29/13 D-15.20-02.....6/2/11  
 D-2.62-00.....11/10/05 D-3.15-02.....6/10/13 D-15.30-01.....12/02/08  
 D-2.46-00.....11/10/05 D-3.16-02.....5/29/13  
  
 E-1.....2/21/07 E-4.....8/27/03  
 E-2.....5/29/98 E-4a.....8/27/03  
  
 F-10.12-02.....6/16/11 F-10.62-01.....9/05/07 F-40.15-02.....6/20/13  
 F-10.16-00.....12/20/06 F-10.64-02.....7/3/08 F-40.16-02.....6/20/13  
 F-10.18-00.....6/27/11 F-30.10-02.....6/20/13 F-45.10-01.....6/21/12

F-10.40-02.....6/21/12 F-40.12-02.....6/20/13 F-80.10-02.....3/15/12

F-10.42-00.....1/23/07 F-40.14-02.....6/20/13

G-10.10-00.....9/20/07 G-24.60-02.....5/20/13 G-70.20-02.....6/10/13  
G-20.10-00.....9/20/07 G-25.10-04.....6/10/13 G-70.30-02.....6/10/13  
G-22.10-01.....7/3/08 G-30.10-02.....6/20/13 G-90.10-01.....5/11/11  
G-24.10-00.....11/8/07 G-50.10-01.....6/20/13 G-90.20-02.....3/22/13  
G-24.20-01.....2/7/12 G-60.10-02.....6/10/13 G-90.30-02.....3/25/13  
G-24.30-01.....2/7/12 G-60.20-01.....6/27/11 G-90.40-01.....10/14/09  
G-24.40-03.....6/20/13 G-60.30-01.....6/27/11 G-95.10-01.....6/2/11  
G-24.50-02.....6/20/13 G-70.10-02.....6/10/13 G-95.20-02.....6/2/11  
G-95.30-02.....6/2/11

H-10.10-00.....7/3/08 H-32.10-00.....9/20/07 H-70.10-01.....2/7/12  
H-10.15-00.....7/3/08 H-60.10-01.....7/3/08 H-70.20-01.....2/16/12  
H-30.10-00.....10/12/07 H-60.20-01.....7/3/08 H-70.30-02.....2/7/12

I-10.10-01.....8/11/09 I-30.20-00.....9/20/07 I-40.20-00.....9/20/07  
I-30.10-02.....3/22/13 I-30.30-01.....6/10/13 I-50.20-01.....6/20/13  
I-30.15-02.....3/22/13 I-30.40-01.....6/10/13 I-60.10-01.....6/10/13  
I-30.16-00.....3/22/13 I-30.60-00.....5/29/13 I-60.20-01.....6/10/13  
I-30.17-00.....3/22/13 I-40.10-00.....9/20/07 I-80.10-01.....8/11/09

J-3.....8/1/97 J-26.15-01.....5/17/12 J-40.40-00.....5/20/13  
J-3b.....3/4/05 J-27.10-00.....3/15/12 J-50.10-00.....6/3/11  
J-3c.....6/24/02 J-27.15-00.....3/15/12 J-50.11-00.....6/3/11  
J-10.....7/18/97 J-28.10-01.....5/11/11 J-50.12-00.....6/3/11  
J-10.10-01.....5/11/11 J-28.22-00.....8/07/07 J-50.15-00.....6/3/11  
J-10.15-00.....7/2/12 J-28.24-00.....8/07/07 J-50.16-01.....3/22/13  
J-10.22-00.....5/29/13 J-28.26-01.....12/02/08 J-50.20-00.....6/3/11  
J-15.10-00.....5/8/12 J-28.30-02.....6/27/11 J-50.25-00.....6/3/11  
J-15.15-00.....6/16/10 J-28.40-01.....10/14/09 J-50.30-00.....6/3/11  
J-16b.....2/10/09 J-28.42-00.....8/07/07 J-60.05-00.....6/16/11  
J-16c.....2/10/09 J-28.45-01.....6/27/11 J-60.11-00.....5/20/13  
J-20.10-02.....6/10/13 J-28.50-02.....6/2/11 J-60.12-00.....5/20/13  
J-20.11-01.....6/10/13 J-28.60-01.....6/2/11 J-60.13-00.....6/16/10  
J-20.15-02.....6/10/13 J-28.70-01.....5/11/11 J-60.14-00.....6/16/10  
J-20.16-01.....7/12/12 J-29.10-00.....6/27/11 J-75.10-01.....5/11/11  
J-20.20-02.....5/20/13 J-29.15-00.....6/27/11 J-75.20-00.....2/10/09  
J-20.26-01.....7/12/12 J-29.16-01.....6/20/13 J-75.30-01.....5/11/11  
J-21.10-03.....6/10/13 J-40.10-03.....5/20/13 J-75.40-00.....10/14/09  
J-21.15-01.....6/10/13 J-40.20-01.....5/17/12 J-75.45-00.....10/14/09  
J-21.16-01.....6/10/13 J-40.30-03.....5/20/13 J-90.10-01.....6/27/11  
J-21.17-01.....6/10/13 J-40.35-01.....5/29/13 J-90.20-01.....6/27/11  
J-21.20-01.....6/10/13 J-40.36-01.....5/20/13  
J-22.15-01.....6/10/13 J-40.37-01.....5/20/13  
J-22.16-02.....6/10/13 J-40.38-01.....5/20/13  
J-26.10-02.....3/15/12 J-40.39-00.....5/20/13

K-70.20-00.....2/15/07

K-80.10-00.....2/21/07

K-80.20-00.....12/20/06

K-80.30-00.....2/21/07

K-80.35-00.....2/21/07

K-80.37-00.....2/21/07

L-10.10-02.....6/21/12 L-40.10-02.....6/21/12 L-70.10-01.....5/21/08

L-20.10-02.....6/21/12 L-40.15-01.....6/16/11 L-70.20-01.....5/21/08

L-30.10-01.....6/16/11 L-40.20-02.....6/21/12

M-1.20-02.....6/3/11 M-9.60-00.....2/10/09 M-40.10-02.....5/11/11

M-1.40-02.....6/3/11 M-11.10-01.....1/30/07 M-40.20-00.....10/12/07

M-1.60-02.....6/3/11 M-15.10-01.....2/6/07 M-40.30-00.....9/20/07

M-1.80-03.....6/3/11 M-17.10-02.....7/3/08 M-40.40-00.....9/20/07

M-2.20-02.....6/3/11 M-20.10-02.....6/3/11 M-40.50-00.....9/20/07

M-3.10-03.....6/3/11 M-20.20-01.....1/30/07 M-40.60-00.....9/20/07

M-3.20-02.....6/3/11 M-20.30-02.....10/14/09 M-60.10-01.....6/3/11

M-3.30-03.....6/3/11 M-20.40-02.....6/3/11 M-60.20-02.....6/27/11

M-3.40-03.....6/3/11 M-20.50-02.....6/3/11 M-65.10-02.....5/11/11

M-3.50-02.....6/3/11 M-24.20-01.....5/31/06 M-80.10-01.....6/3/11

M-5.10-02.....6/3/11 M-24.40-01.....5/31/06 M-80.20-00.....6/10/08

M-7.50-01.....1/30/07 M-24.50-00.....6/16/11 M-80.30-00.....6/10/08

M-9.50-01.....1/30/07 M-24.60-03.....5/11/11

## **Appendix B- WAGE RATES**

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## **Appendix C- PERMIT PACKAGE**

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## **Appendix D- SUBSURFACE CONDITIONS**

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