East Lake Sammamish Master Trail - North Sammamish Segment
Contract C00796C13

FHWA Grant # STPE-2017(126)

Volume 1a of 2

ITB and Forms
FHWA 1273
Amendments to the Standard Specifications
Special Provisions

October 2013

King County

Department of Natural Resources and Parks
Parks and Recreation Division

East Lake Sammamish Master Trail - North Sammamish Segment

King County Contract C00796C13

FHWA Grant # STPE-2017(126)

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King County Executive

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OCTOBER 2013

King County

Department of Natural Resources and Parks
Parks and Recreation Division

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PLANS

INVITATION TO BID

KING COUNTY INVITATION TO BID

Project: East Lake Sammamish Master Plan Trail – North Sammamish Segment, Contract No. C00796C13

Sealed Bid Time/Date: 1:15 p.m., October 31, 2013

Location Due: King County Procurement & Contract Services Section, Contracts Counter, 3rd Floor, 401 Fifth Avenue, Seattle, WA 98104

Engineer's Estimate: $6,500,000 to $7,300,000

Scope of Work: The Work includes, but is not limited to, removal of existing gravel trail and construction of approximately 2.5 miles of 12-foot wide paved trail with gravel shoulders, concrete sidewalk connections, and wetland mitigation planting. Other items of work include erosion control, site preparation, grading, structural earth wall, gravity block wall, soldier pile wall, fencing, stormwater conveyance system, 4 fish passable culverts, storm water system, signage, traffic control, utility adjustments, trail amenity items, and landscaping. The project work is located on former railroad bank from Kokomo Drive (in the vicinity of Inglewood Hill Road) to the Redmond/Sammamish City Limits (187th Ave NE).

Contact Information: Crystal Graham, Contract Specialist, 206-263-2939, TTY Relay: 711, Fax: 206-296-7675, or crystal.graham@kingcounty.gov. A bidder may be asked to put a question in writing. No verbal answers by any County personnel or its agents and consultants will be binding on the County.

Mandatory Pre-Bid Meetings: October 10, 2013, at 9:00 a.m. ***and*** at 2:00 p.m. in the Plaza 111 Conference Room, Sammamish City Hall, 801 – 228th Ave SE, Sammamish, WA 98075. FAILURE TO ATTEND ONE OF THE MANDATORY MEETINGS WILL RESULT IN A NON-RESPONSIVE BID DETERMINATION. A sign in sheet will provide evidence of attendance. It is your responsibility to ensure your sign in. A Site Tour is not scheduled, however the trail is open to the public and bidders are urged to walk the length of trail specified in this Project.

Subcontracting Opportunities: Drainage; Surfacing/Hot Mix Asphalt; Erosion Control and Planting; Traffic & Signage; and Fencing.

Apprenticeship Requirements: No minimum Apprentice Utilization Requirement.

SCS Utilization Requirements: No minimum SCS Utilization Requirement.

Mandatory Disadvantaged Business Enterprise (DBE) Goal: 9%

Training Goal: 600 hours

The following is applicable to federal aid projects. King County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Bidders that it will affirmatively insure that in any Contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

Plans/Specs: Electronic copies of the plans, specifications, reference documents, and any addenda for this solicitation can be accessed through an external link from our website shown below. This site includes options and instructions for printing. Printed documents may also be

ordered by contacting United Reprographics at 206-382-1177. Copies of documents are not available for purchase from King County, but are available for review M – F 8:00 a.m. – 5:00 p.m. at the Contracts Counter: Chinook Bldg, 3rd Floor 401 Fifth Avenue Seattle, WA 98104.

To receive email notifications of addenda or other important information concerning this solicitation, you must register to be a planholder under the "Solicitations" tab at the following internet link:

Website: http://www.kingcounty.gov/procurement/

This information is available in alternate formats for individuals with disabilities upon advance request by calling 206-263-9400, TTY Relay: 711.

Notes: Bids received after Sealed Bid Time will not be considered. Bidders accept all risks of late delivery, regardless of fault. King County is not responsible for any costs incurred in response to this Invitation to Bid.

END OF SECTION

King County

_____
Name of Firm Submitting Bid

PROPOSAL FORM

Deliver to: King County Procurement and Contract Services Section
M.S. CNK-ES-0340
401 Fifth Avenue, 3rd Floor,
Seattle, Washington 98104.

The undersigned, as bidder, declares that we have examined the Contract Documents and that we will contract with King County on the Agreement form provided and at the prices and on the terms and conditions in the Contract Documents for:

East Lake Sammamish Master Plan Trail - North Sammamish Segment
Contract No. C00796C13.

We agree that the Form of Bid constitutes our bid. To be responsive, a bid guaranty bond issued by a surety licensed to conduct business in the state of Washington, or a cashier's check, certified check or money order payable to King County in the amount of 5% must accompany our bid.

We agree that our bid constitutes an offer to King County, which shall be binding for 45 days from the date of bid opening. If our bid is accepted, we agree to sign and return all required Contract Documents within 10 days of receipt of the Notice of Selection. We further agree if awarded a contract to plan and prosecute the work with such diligence that the work and portions thereof shall be completed and ready for use within the period set forth in these Contract Documents.

By submitting a bid, we certify that we are currently registered as a Contractor in accordance with RCW 18.27 by the state of Washington and will remain so registered throughout the performance of the Contract. We further certify that we are skilled in the general class and type of work called for in the Contract Documents.

ACKNOWLEDGEMENT OF ADDENDA

We acknowledge addenda numbers _____ through _____ have been delivered to us and have been taken into account as a part of our Bid.

NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY & AFFIRMATIVE ACTION

We affirm that we have read and understand the Contract Document setting forth the County's non-discrimination policy in contracting and those sections related to providing equal employment opportunities to all persons, including minorities, women and persons with disabilities and corresponding forms.

WAIVER OF INDUSTRIAL INSURANCE IMMUNITY

In accordance with the provisions of the Contract Documents and RCW 4.24.115, we waive any industrial insurance immunity and acknowledge this waiver was the subject of mutual negotiation.

TAXES

Taxes shall be in accordance with the Special Provisions.

BID PRICE

The bid price shall include everything necessary for the prosecution and completion of the work and fulfillment of the Contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendents, labor and services, and field design, except as may be provided otherwise in the Contract Documents.

Estimated quantities, if any, set forth on the Form of Bid are estimates only, being given only as a basis for the comparison of bids, and King County does not warrant, expressly or by implication, that the actual amount of Work will correspond to the estimated quantities. King County reserves the right to increase or decrease the amount of any class or portion of the Work and to make changes in the Work as King County may deem necessary or appropriate. The basis of payment for unit price bid items for which estimated quantities were set forth on the Form of Bid shall be the actual number of unit items provided or performed under this Contract.

A Lump Sum, Unit Price, or Mark-up Percentage, as applicable, shall be offered for each Bid Item; failure to do so shall render the Bid non-responsive. All prices shall be in legible figures written in ink or typed. Lump sum bid items and unit price bid items shall be stated in United States of America dollars and cents omitting digits more than two places to the right of the decimal point (e.g. $720.74).

BIDDING SCHEDULE

The work of each Bid Item is specified or shown in the Contract Documents and described further in the Special Provisions. A lump sum or unit price, as applicable, shall be offered for each Bid Item, failure to do so shall render your bid non-responsive.

The abbreviations under the “Unit” column shall be defined as follows: “L.S.” means lump sum, “C.Y.” means cubic yard, “EA” means each, “L.F.” means Lineal Feet; “S.F.” means square feet; “S.Y.” means square yard, “HR” means hours, and “TON” means tons.

Lump Sum Item(s) the bidder is to provide the price to perform all work as specified or shown herein, including labor, materials, supervision/management, equipment and all overhead and profit, as well as any other ancillary costs associated with completing this work. We agree that, if we are awarded this Contract, we will be entitled to a payment for the lump sum amounts as bid in accordance with the terms and conditions set forth in the Contract Documents.

Unit Price Item(s) the bidder is to provide unit prices for each of the bid items set forth under Unit Price Items. The unit price should include all labor, materials, supervision/management, equipment and, all overhead and profit, as well as any other ancillary costs associated with completing a unit of work. The unit prices are to be utilized during construction to increase or decrease the total contract amount as construction conditions warrant.

The Extended Amount(s) for each Unit Price Item shall be calculated by multiplying the provided Estimated Quantity (Est. Qty.) by the bidders unit price for that Bid Item and enter the result as the Extended Amount.

Force Account Item(s) King County has provided an allowance reflecting an estimated price for Permits, Fees, and Utility Company Charges. The Bidder will be entitled to reimbursement for the actual cost of these items.

The Total Bid Price shall be the sum of the Lump Sum amounts, extended amounts for the Unit Price Items and Allowance Items.

Having carefully examined the Contract Documents for this project as prepared by King County, as well as the site of the work, and the availability of materials and labor, we propose to perform the work identified in the Contract Documents under the terms and conditions contained herein for the following prices:

Bid Item	WSDOT Std Item #	Spec Section	Item Description	Unit	Est. Qty.	Unit Price	Lump Sum/ Extended Amount
PREPARATION							
1	0001	1-09	Mobilization	L.S.	1.0	Lump Sum	
2	0025	2-01	Clearing and Grubbing	ACRE	4.4		
3	-	2-01	Clearing	EA	26.0		
4	-	2-01	Mitigation Clearing and Grubbing	ACRE	0.8		
5	0038	1-07	Archaeological and Historical Salvage	Est	1.0	Estimate	$10,000
6	-	2-02	Removing and Salvaging Split Rail Fence	LF	4,270		
7	-	2-02	Removing Wood Board Fence	LF	570		
8	-	2-02	Removing and Salvaging Chain Link Fence	LF	6,680		
9	-	2-02	Removing and Salvaging Wood Guardrails	LF	1,500		
10	-	2-02	Removing Rockery Wall	SF	4,197		
11		2-02	Removing Concrete Block Wall	SF	602		
12	-	2-02	Removing Concrete Wall	SF	131		
13	-	2-02	Removing Wood Wall	SF	297		
14	-	2-02	Removing Metal Fence	LF	30		
15	-	2-02	Removing Culvert Pipe	LF	238		
16	0120	2-02	Removing Asphalt Conc. Pavement	SY	82		
17	0090	2-02	Removing Cement Conc. Pavement	SY	90		
18	-	2-02	Removing Water Line	LF	150.0		
19	-	2-02	Removing Sanitary Sewer Line	LF	150.0		
20	-	8-01	Temporary Safety Fence	LF	9,780		
21	-	2-02	Removal of Structure and Obstruction	L.S.	1.0	Lump Sum	
22	-	2-02	Additional Removal of Structure and Obstruction	Est	1	Estimate	$80,000
23	-	2-02	Removing and Salvaging Single Chain Link Gate	EA	25		
24	-	2-02	Removing and Salvaging Double Chain Link Gate	EA	4		
GRADING							
25	1541	2-03	Roadway Excavation Incl. Haul	C.Y.	4,040.0		
26	0350	2-03	Unsuitable Foundation Excavation Incl. Haul	C.Y.	500		
27	0408	2-03	Select Borrow Incl. Haul	TON	4,795		
28	-	2-03	Unsuitable Subgrade Preparation	Est	1.0	Estimate	$80,000
DRAINAGE							
29	1030	2-03	Ditch Excavation Incl. Haul	C.Y.	53		
30	1086	8-15	Quarry Spalls	TON	52		

Bid Item	WSDOT Std Item #	Spec Section	Item Description	Unit	Est. Qty.	Unit Price	Lump Sum/ Extended Amount
31	-	8-15	Quarry Spalls for Unsuitable Subgrade	TON	500		
32	1093	8-15	Streambed Mix	TON	68.0		
33	1097	8-15	Streambed Boulder	EA	35		
34	-	7-01	PVC Sleeve 4 In. Dia.	L.F.	190		
35	1160	7-01	Underdrain Pipe 6 In. Diam.	L.F.	1,855		
36	1170	7-01	Drain Pipe 6 In. Diam.	L.F.	52		
37	1180	7-02	Schedule A Culv. Pipe 12 In. Diam.	L.F.	24		
38	1184	7-02	Schedule A Culv. Pipe 24 In. Diam.	L.F.	27		
39	1215	7-02	Plain Conc. Culv. Pipe 12 In. Diam.	L.F.	56		
40	1216	7-02	Plain Conc. Culv. Pipe 18 In. Diam.	L.F.	27.0		
41	1278	7-02	Cl. IV Reinf. Conc. Culv. Pipe 36 In. Diam.	L.F.	24.0		
42	1320	7-02	Plain St. Culv. Pipe 0.079 In. Th. 18 In. Diam.	L.F.	30.0		
43	3026	7-02	Precast Reinf. Conc. Split Box Culvert No. D	L.S.	1.0	Lump Sum	
44	3026	7-02	Precast Reinf. Conc. Split Box Culvert No. F	L.S.	1.0	Lump Sum	
45	3026	7-03	Precast Reinf. Conc. Split Box Culvert No. G	L.S.	1.0	Lump Sum	
46	3026	7-04	Precast Reinf. Conc. Split Box Culvert No. H	L.S.	1.0	Lump Sum	
STORM SEWER							
47	3091	7-05	Catch Basin Type 1	EA	2.0		
48	3105	7-05	Catch Basin Type 2 48 In. Diam.	EA	4.0		
49	3151	7-04	Testing Storm Sewer Pipe	L.F.	180		
50	3541	7-04	Schedule A Storm Sewer Pipe 12 In. Diam.	L.F.	20		
51	3542	7-04	Schedule A Storm Sewer Pipe 18 In. Diam.	L.F.	158		
52	-	7-19	Underdrain Trench Cleanout	EA	30.0		
53		7-01	Trench Drain	EA	3.0		
SANITARY SEWER							
54	3152	7-17	Testing Sewer Pipe	L.F.	150		
55	-	7-17	PVC Sanitary Sewer Pipe 2 In. Diam.	L.F.	140		
56	-	7-17	PVC Sanitary Sewer Pipe 3 In. Diam.	L.F.	140		
57	-	7-17	Pressure Sewer Connection	EA	1.0		
WATER LINES							
58	3859	7-15	Water Service Pipe, 1 ¼ In. Diam.	L.F.	140		

Bid Item	WSDOT Std Item #	Spec Section	Item Description	Unit	Est. Qty.	Unit Price	Lump Sum/ Extended Amount
STRUCTURE							
59	4006	2-09	Structure Excavation Class A Incl. Haul	C.Y.	8,120		
60	4013	2-09	Shoring or Extra Excavation Cl. A	L.S.	1.0	Lump Sum	
61	4025	9-03	Gravel Backfill for Wall	C.Y.	81		
62	4053	6-16	Furnishing Soldier Pile-HP 14x89	L.F.	2,950		
63	4047	6-16	Shaft-24 IN. Diameter	L,F.	2,950		
64	1065	8-04	Cement Conc.Gutter	L.F.	624.0		
65	4299	6-16	Lagging	S.F.	5,526		
66	4474	6-16	Concrete Fascia Panel	S.F.	6,542		
67	4482	6-16	Prefabricated Drainage Mat	S.Y.	205		
68	7169	6-13	Structural Earth Wall	S.F.	49,770		
69	7164	8-24	Gravity Block Wall	S.F.	6,289		
70	4139	6-11	Conc. Class 4000 for Retaining Wall	C.Y.	8.0		
71	4150	6-11	St. Reinf. Bar for Retaining Wall	LB	500.0		
SURFACING							
72	-	4-04	5/8-Inch Crushed Ledge Rock	TON	4,992		
73	5100	4-04	Crushed Surfacing Base Course	TON	863		
74	-	4-04	3/4-Inch Crushed Clean Rock	TON	363		
CEMENT CONCRETE PAVEMENT							
75	5625	5-05	Cement Conc. Pavement	C.Y.	64.0		
HOT MIX ASPHALT							
76	5766	5-04	HMA CL. 3/8 IN. PG 64-22	TON	1,900.1		
77	5767	5-04	HMA CL. 1/2 IN. PG 64-22	TON	103.1		
EROSION CONTROL AND PLANTING							
78	6403	8-01	ESC Lead	DAY	212.0		
79	6447	8-02	Fine Compost	C.Y.	314.0		
80	6463	8-01	Check Dam	L.F.	370		
81	6470	8-01	Street Cleaning	HR	440		
82	6471	8-01	Inlet Protection	EA	33		
83	6373	8-01	Silt Fence	L.F.	13,340		
84	6490	8-01	Erosion/Water Pollution Control	Est	1.0	Estimate	$100,000
85	6414	8-01	Seeding and Mulching	ACRE	2.8		
86	6405	8-02	Topsoil Type A	C.Y.	1,657		
87	6530	8-02	Soil Amendment	C.Y.	252		
88	6468	8-01	Stabilized Construction Entrance	S.Y.	1,110		

Bid Item	WSDOT Std Item #	Spec Section	Item Description	Unit	Est. Qty.	Unit Price	Lump Sum/ Extended Amount
89	6552	8-02	PSIPE Acer circinatum/Vine Maple (12" Ht/ #1 Cont)	EA	239		
90	6552	8-02	PSIPE Acer circinatum/Vine Maple (24" Ht/ #2 Cont)	EA	46		
91	6552	8-02	PSIPE Acer macrophylum/Big Leaf Maple (1" Caliper)	EA	177		
92	6552	8-02	PSIPE Amelanchier alnifolia/Western serviceberry (1" Caliper)	EA	81		
93	6552	8-02	PSIPE Cornus nuttallii/Pacific Dogwood (1" Caliper)	EA	63		
94	6552	8-02	PSIPE Cornus sericea/Cornus Sericea (12" Ht/ #1 Cont)	EA	17		
95	6552	8-02	PSIPE Corylus cornuta/Western Hazel (12" Ht/ #1 Cont)	EA	324		
96	6552	8-02	PSIPE Corylus cornuta/Western Hazel (24" Ht/ #2 Cont)	EA	23		
97	6552	8-02	PSIPE Fragaria chiloensis/Sand Strawberry (4" Pot)	EA	376		
98	6552	8-02	PSIPE Gaultheria shallon (#1 Cont)	EA	1,263		
99	6552	8-02	PSIPE Holodiscus discolor/Ocean Spray (12" Ht/ #1 Cont)	EA	244		
100	6552	8-02	PSIPE Mahonia repans/Creeping Mahonia (#1 Cont)	EA	1,244		
101	6552	8-02	PSIPE Myrica californica (18" Ht/ #2 Cont)	EA	28		
102	6552	8-02	PSIPE Oemlaria cerasiformis/Indian Plum (12" Ht/ #1 Cont)	EA	238		
103	6552	8-02	PSIPE Oemlaria cerasiformis/Indian Plum (24" Ht/ #2 Cont)	EA	31		
104	6552	8-02	PSIPE Polystichum mutinum/Sword Fern (#1 Cont)	EA	608		
105	6552	8-02	PSIPE Prunus emarginata/Bitter Cherry (1" Caliper)	EA	38		
106	6552	8-02	PSIPE Psuedotsga menziesii/Douglas Fir (3' Ht)	EA	191		
107	6552	8-02	PSIPE Rosa nutkana/Nootka Rose (12" Ht/ #1 Cont)	EA	527		
108	6552	8-02	PSIPE Salix scouleriana/Scoulers Willow (1" Caliper)	EA	27		
109	6552	8-02	PSIPE Salix sitchensis/Sitka Willow (Live Stake)	EA	7		
110	6552	8-02	PSIPE Symphoricarpos albus/Snowberry (12" Ht/ #1 Cont)	EA	479		
111	6552	8-02	PSIPE Thuja plicata/Western Red Cedar (3' Ht)	EA	66.0		
112	6552	8-02	PSIPE Tsuga heterophylla/Western Hemlock (3' Ht)	EA	45.0		
113	6502	8-01	Coir Log	L.F.	130.0		
114	6630	8-01	High Visibility Fence	L.F.	5,525		
115	6580	8-02	Bark or Wood Chip Mulch	CY	539		

Bid Item	WSDOT Std Item #	Spec Section	Item Description	Unit	Est. Qty.	Unit Price	Lump Sum/ Extended Amount
116	-	8-02	Herbicide Treatment	S.Y.	1,013.0		
117	-	8-02	Habitat Log	EA	7.0		
118	-	8-02	Brush Pile	EA	5.0		
119	-	8-02	Herbivore Repellent Treatment	SY	7,630		
120	-	8-02	Property Restoration	Est	1.0	Estimate	$80,000
TRAFFIC AND SIGNAGE							
121	6727	8-04	Extruded Curb	L.F.	37		
122	6806	8-22	Paint Line	L.F.	1,770		
123	6890	8-21	Permanent Signing	L.S.	1.0	Lump Sum	
124	-	1-07	Trail Closure Signing	L.S.	1.0	Lump Sum	
125	6971	1-10	Project Temporary Traffic Control	L.S.	1.0	Lump Sum	
126	6980	1-10	Flaggers and Spotters	HR	1,760		
127	-	1-10	Additional Public Safety Measures	Est	1.0	Estimate	$80,000
128	-	8-21	Wetland Sign Installation	EA	53		
129	-	8-06	Concrete Warning Band	EA	36.0		
130	-	8-06	Patterned Concrete Driveway	S.Y.	845		
131	-	8-21	Removal/Installation of Signage	Est	1.0	Estimate	$10,000
OTHER ITEMS							
132	3100	7-05	Adjust Catch Basin	EA	5.0		
133	3110	7-05	Locking Solid Metal Cover and Frame for Catch Basin	EA	2.0		
134	7003	1-08	Type B Progress Schedule	L.S.	1.0	Lump Sum	
135	7006	2-09	Structure Excavation Class B Incl. Haul	C.Y.	1,820.0		
136	7008	2-09	Shoring or Extra Excavation Cl. B	S.F.	3,620.0		
137	7014	7-01	Gravel Backfill for Drain	C.Y.	720		
138	7037	1-05	Structure Surveying	L.S.	1.0	Lump Sum	
139	7038	1-05	Roadway Surveying	L.S.	1.0	Lump Sum	
140	7041	8-54	Removable Bollard	EA	42.0		
141	7041	8-54	Fixed Bollard	EA	84.0		
142	7089	8-12	Coated Chain Link Fence Type 6	L.F.	10,086		
143	7100	8-12	Single 6 FT. Chain Link Gate	EA	2.0		
144	-	8-12	Relocating Chain Link Gate	EA	22.0		
145	-	8-11	Relocating Wood Guardrail	L.F.	1,500.0		
146	-	8-11	Wood Guardrail	L.F.	834		
147	-	8-12	Relocating Split Rail Fence	L.F.	3,420		
148		8-12	Split Rail Fence	L.F.	700		

Bid Item	WSDOT Std Item #	Spec Section	Item Description	Unit	Est. Qty.	Unit Price	Lump Sum/ Extended Amount
149	-	8-30	Type 1 Rest Stop	EA	4.0		
150	-	8-30	Pet Waste Station	EA	3.0		
151	-	6-02	Concrete Stair	S.F.	2,290.0		
152	7360	7-05	Manhole 48 In. Diam. Type 3 with Debris Cage	EA	2		
153	-	8-20	Relocating Power Pole	Est	1.0	Estimate	$24,000
154	-	8-20	Relocating Power Panel	Est	1.0	Estimate	$10,000
155	-	8-20	Relocating Power Meter	Est	1.0	Estimate	$7,000
156	-	8-20	Service Trench and Conduit	L.F.	30.0		
157	-	1-07	Utility Conflict Resolution	Est	1.0	Estimate	$200,000
158	7480	2-01	Roadside Cleanup	Est	1.0	Estimate	$50,000
159	7736	1-07	SPCC Plan	L.S.	1.0	Lump Sum	
160	7530	2-12	Construction Geotextile for Soil Stabilization	S.Y.	200.0		
161	7550	2-12	Construction Geotextile for Underground Drainage	S.Y.	5,010		
162	9605	7-05	Connection to Drainage Structure	EA	2		
163	-	6-06	Metal Handrail	L.F.	449		
164	-	8-02	Log With Rootwad	EA	3		
165	-	1-07	Potholing	Est	1.0	Estimate	$15,000
166	7725	-	Reimbursement for Third Party Damage	Est	1.0	Estimate	$30,000
167	-	1-04	Minor Change	Est	1.0	Estimate	$20,000
168	-	1-05	Redlined Drawings	L.S.	1.0	Lump Sum	
169	7400	1-07	Training	HR	600		
170	-	1-08	Construction Sequencing Plan	L.S.	1.0	Lump Sum	
171	6869	1-10	Pedestrian Traffic Control	L.S.	1.0	Lump Sum	
172	7002	1-08	Incentive Early Compl.	Est	1.0	Estimate	$50,000
TOTAL BID PRICE (Sum of Bid Items 1 through 172)						**$**	

We agree that, if we are awarded this Contract, we will be entitled to payment only for actual unit quantities performed. The above unit prices are to be utilized during construction to increase or decrease the total contract amount as construction conditions warrant.

BID EVALUATION AND CONTRACT AWARD

In accordance with the provisions of these Contract Documents, bids will be evaluated to determine the lowest Total Bid Price and a contract will be awarded, if at all, to the responsive and responsible bidder with the lowest Total Bid Price.

King County reserves the right to reject any bid, any portion of any bid and/or to reject all bids. King County further reserves the right, but without obligation, to waive informalities and irregularities.

Name of Firm Submitting Bid

THIS FORM MUST BE SUBMITTED WITH THE BID. MAKE EXTRA COPIES AS NEEDED

Local Agency Disadvantaged Business Enterprise Utilization Certification

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. The Bidder must submit good faith effort documentation ***only in the event*** the bidder's efforts to solicit sufficient DBE participation has been unsuccessful. The successful bidder's Disadvantage Business Enterprise Utilization Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-664-9750 or Toll Free 1-866-208-1064.

_____ certifies that the Disadvantaged Business Enterprise (DBE)
(Box 1) Name of Bidder

Firms listed below have been contacted regarding participation on this project. If this bidder is successful on this project and is awarded the contract, it shall assure that subcontracts or supply agreements are executed with those firms where an "Amount to be Applied Towards Goal" is listed. (If necessary, use additional sheet.)

Column 1 **Name of DBE Certificate Number**	Column 2 * **Project Role** (Prime, Joint Venture, Subcontractor, Manufacturer, Regular Dealer)	Column 3 **Description of Work**	Column 4 ** **Amount to be Applied Towards Goal**
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Disadvantaged Business Enterprise Subcontracting Goal: _____ (Box 2) DBE Total $ _____ (Box 3) ***

* Regular Dealer status must be approved prior to bid submittal by the Office of Equal Opportunity, Wash. State Dept. of Transportation, on each contract.

** See the section "Crediting DBE Participation Toward Meeting the Goal" in the Contract Document.

*** The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal. In the event of an arithmetic difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail and the total will be revised accordingly. Participation in excess of the goal amount will be considered voluntary or race-neutral participation.

SR

DOT Form 272-056A EF

Name of Firm Submitting Bid

THIS FORM MUST BE SUBMITTED WITH THE BID. MAKE EXTRA COPIES AS NEEDED

Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document

As an authorized representative of the Disadvantaged Business Enterprise (DBE), I confirm that we have been contacted by the referenced bidder with regard to the referenced project and if the bidder is awarded the contract we will enter into an agreement with the bidder to participate in the project consistent with the information provided in the bidder's Disadvantaged Business Enterprise Utilization Certification.

King County Contract No. C00796C13
East Lake Sammamish Master Plan Trail

Contract Title: North Sammamish Segment

Bidder's Business Name: _____

DBE's Business Name: _____

DBE Signature: _____

DBE's Title: _____

Date: _____

The entries must be consistent with what is shown on the bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in bid rejection. See contract provision; *Disavantaged Business Enterprise Condition of Award Participation.*

Description of Work: _____

Amount to be Applied Towards Goal: _____

SR

DOT Form 422-031A EF
07/2011

Name of Firm Submitting Bid

THIS FORM MUST BE SUBMITTED WITH THE BID. MAKE EXTRA COPIES AS NEEDED

Local Agency Name
King County, Parks & Recreation
Local Agency Address
201 S. Jackson St. KSC-NR-0700 Seattle, WA 98104

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name East Lake Sammamish Master Plan Trail - North Sammamish Segment

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW **must** be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

* Bidder's are notified that is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

SR

DOT Form 271-015A EF
Revised 08/2012

Name of Firm Submitting Bid

THIS FORM MUST BE SUBMITTED WITH THE BID. MAKE EXTRA COPIES AS NEEDED

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.**

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

DOT Form 272-036I EF 07/2011

Name of Firm Submitting Bid

THIS FORM MUST BE SUBMITTED WITH THE BID. MAKE EXTRA COPIES AS NEEDED

Certification for Federal-Aid Contracts

The prospective participant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

DOT Form 272-040 EF
Revised 1/2000

_____
Name of Firm Submitting Bid

FORM OF BID SIGNATURE

SIGNED this _____ day of _____ , 20_____

Name of Firm: _____

Address _____
(No P.O. Boxes):

_____

City: _____ State / Zip: _____

Telephone: _____ Fax No.: _____

Email Address: _____

Federal Tax Identification Number: _____

State of Incorporation: _____

UBI Number: _____

WA State Contractor's License Number: _____

WA State Department of Revenue State Excise Tax Number: _____

WA State Employment Security Department Number: _____

WA State Workers Compensation Account Number: _____

By: _____ _____
Signature *Print Name*

Title: _____

CONTRACTOR'S CONTACT INFORMATION

As an administrative convenience, please provide the name of Contractor's authorized representative who will serve as a contact person for this project during the bid evaluation process.

Contact Name: _____ Title: _____

Telephone: _____ Fax No: _____

Email Address: _____

END OF SECTION

PROPOSAL BOND

KNOW ALL BY THESE PRESENTS: That we, _____ , as Principal, and _____ , as Surety, are jointly and severally held and firmly bound unto King County, hereinafter called the Obligee, each in the penal sum of five percent (5%) of the Principal's Total Bid Price for the work, this sum not to exceed _____ DOLLARS ($_____) (hereinafter referred to as "penal sum") of lawful money of the United States, for the payment whereof unto the Obligee.

WHEREAS, the Principal is herewith submitting its offer for the fulfillment of **East Lake Sammamish Master Trail - North Sammamish Segment, Contract No. C00796C13**

NOW, THEREFORE, the condition of this obligation is such that if the Principal is awarded the Contract, and if the Principal, within the time specified, fulfills all of the requirements of the Contract Documents which are conditions precedent to the execution of the Agreement, enters into, executes and delivers to the Obligee an agreement on the form provided herein complete with evidences of insurance, and if the Principal, within the time specified, gives to the Obligee the Performance and Payment Bond on the forms provided herein, then this obligation shall be void; otherwise, the Principal and Surety shall pay unto the Obligee the penal sum; provided however, in no event shall the Surety's liability exceed the penal sum.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety and the Obligee and their respective heirs, executors, administrators, successors and assigns.

SIGNED this _____ day of _____ , 20_____.

Principal:		Surety:	
By:		By:	
Title:		Title:	
Address:		Address:	
City/Zip:		City/Zip:	
Telephone:		Telephone:	

Note: A dated power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this bid guaranty bond.

END OF SECTION

PERFORMANCE AND PAYMENT BOND

Contractor	Bond Number

KNOW ALL BY THESE PRESENTS: That we, _____ , as Principal, and _____ , as Surety, a corporation legally doing business in the State of Washington, are held and firmly bound and obligated unto the State of Washington and King County, pursuant to Chapter 39.08 RCW, in the full sum of the Contract Price of _____ Dollars ($_____), and including any and all adjustments to the Contract Price, for the faithful performance of the Agreement referenced below, and for the payment of which sum we do bind ourselves, and each of our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, **THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT** the Principal entered into a certain Agreement with **KING COUNTY,** for **East Lake Sammamish Master Trail - North Sammamish Segment, Contract No. C00796C13** incorporating herein by this reference all of the Contract Documents, as now and as hereinafter amended and modified.

NOW, THEREFORE, if the Principal shall faithfully perform all provisions of such Agreement and pay all laborers, mechanics and subcontractors and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, then this obligation is void, otherwise to remain in full force and effect.

Provided, however, that the conditions of this obligation shall not apply to any money loaned or advanced to the Principal or to any subcontractor or other person in the performance of any such work.

IT IS FURTHER DECLARED AND AGREED that whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety, at the request of the Owner, shall promptly remedy the default in a manner acceptable to the Owner.

SIGNED this _____ day of _____ , 20_____.

Principal:		Surety:	
By:		By:	
Title:		Title:	
Address:		Address:	
City/Zip:		City/Zip:	
Telephone:		Telephone:	

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this Performance and Payment Bond.

END OF SECTION

AGREEMENT

THIS AGREEMENT, by and between King County**,** and _____, hereinafter called the "Contractor," shall be effective upon the execution of this Contract by the County.

In consideration of the mutual covenants, agreements, terms and conditions contained in this Agreement and in the Contract Documents (General Amendments, Special Provisions as supplemented, Specifications, Drawings and Detail Drawings, Proposal Form and Addenda and Affidavits, Certifications and Bonds) which are attached hereto and made part of this Contract for

EAST LAKE SAMMAMISH MASTER TRAIL - NORTH SAMMAMISH SEGMENT
CONTRACT NO. C00796C13

1. The Contractor agrees to complete the work, furnish all tools, materials and equipment necessary on the terms and conditions specified in the Contract Documents. The Contractor further agrees to assume and perform all of the covenants and conditions required of the Contractor pursuant to the Contract Documents, for the total Contract Price of $_____, (_____ DOLLARS.)
2. King County agrees to pay the Contractor the applicable Washington State Retail Sales Tax in accordance with the terms and conditions set forth in the Contract Documents.
3. King County agrees to pay the Contractor for fulfillment of the work and performance of the covenants set forth in the Contract Documents in accordance with the Contractor's bid and the Contract Documents.
4. Except as expressly provided in the Contract Documents, no liability shall attach to the County by reason of entering into this Agreement.
5. King County's Project Representative is Gina Auld.
6. The Contractor's Representative is _____.
7. The Contractor's contract purchase agreement in the King County Oracle financial system for submitting and processing Applications for Payment is CPA# _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

KING COUNTY	**CONTRACTOR**
By: _____	By: _____
Kevin Brown, Director Parks and Recreation Division *For Dow Constantine, King County Executive*	Title: _____
Date: _____	Date: _____

END OF SECTION

King County

Addenda

FORMS DUE PRIOR TO CONTRACT EXECUTION BY KING COUNTY

FORMS DUE PRIOR TO CONTRACT EXECUTION BY KING COUNTY

Bidders are not required to submit the forms listed in this section with submittal of bids. All forms listed must be submitted in accordance with the instructions below. Current versions of all forms are available for review and download at www.kingcounty.gov/procurement/forms.aspx.

All forms must be submitted within ten (10) calendar days after receipt of the Notice of Selection. Contracts will not be executed without receipt of the following documents from the selected bidder.

1. W-9 Request for Taxpayer Identification Number
2. Subcontractors and Suppliers List
3. Certificate of Insurance
4. Contractor's Compliance Statement (Executive Order No. 11246)
5. Certification of Nonsegregated Facilities (Contractor)
6. Bidder Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Lower Tier Covered Transactions
7. Lower Tier Participant Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (Contractor)
8. Certification for Contracts, Grants, Loans, and Cooperative Agreements
9. Disclosure of Lobbying Activities
10. Subcontractors and Suppliers List
11. A list of all firms who submitted a Bid or quote in an attempt to participate in this project whether they were successful or not. Include the correct business name, federal employer identification number (optional), and a mailing address.

FHWA 1273
Required Contract Provisions
Federal-Aid Construction Contracts

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS
FHWA-1273 -- Revised May 1, 2012

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with

the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this

contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and

mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may,

after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual

was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or

general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or

voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5.The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

East Lake Sammamish
Master Plan Trail
North Sammamish Segment
Contract # C00796C13
Federal Aid # STPE-2017(126)

SPECIAL PROVISONS

King County, Washington

September 2013

9-18-13

AMENDMENTS TO STANDARD SPECIFICATIONS

INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2012 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 1-01, Definition and Terms
August 5, 2013

1-01.2(2) Items of Work and Units of Measurement

The following abbreviation in this section is deleted:

ATB	Asphalt Treated Base

1-01.3 Definitions

The definition for **"Bid Documents"** is revised to read:

The component parts of the proposed Contract which may include, but are not limited to, the Proposal Form, the proposed Contract Provisions, the proposed Contract Plans, Addenda, and, for projects with Contracting Agency subsurface investigations, the Summary of Geotechnical Conditions and subsurface boring logs (if any).

The definition for **"Superstructures"** is revised to read:

The part of the Structure *above*:

1. The bottom of the grout pad for the simple and continuous span bearing, or
2. The bottom of the block supporting the girder, or
3. Arch skewback and construction joints at the top of vertical abutment members or rigid frame piers.

Longitudinal limits of the Superstructure extend from end to end of the Structure in accordance with the following criteria:

1. From the face of end diaphragm abutting the bridge approach embankment for end piers without expansion joints, or
2. From the end pier expansion joint for bridges with end pier expansion joints.

Superstructures include, but are not limited to, the bottom slab and webs of box girders, the bridge deck and diaphragms of all bridges, and the sidewalks when shown on the bridge deck. The Superstructure also includes the girders, expansion joints, bearings, barrier, and railing attached to the Superstructure when such Superstructure components are not otherwise covered by separate unit measured or lump sum bid items.

Superstructures do not include endwalls, wingwalls, barrier and railing attached to the wingwalls, and cantilever barriers and railings unless supported by the Superstructure.

Section 1-02, Bid Procedures and Conditions
January 2, 2012

1-02.4(2) Subsurface Information
The first two sentences in the first paragraph are revised to read:

If the Contracting Agency has made subsurface investigation of the site of the proposed work, the boring log data, soil sample test data, and geotechnical recommendations reports obtained by the Contracting Agency will be made available for inspection by the Bidders at the location specified in the Special Provisions. The Summary of Geotechnical Conditions, as an appendix to the Special Provisions, and the boring logs shall be considered as part of the Contract.

Section 1-03, Award and Execution of Contract
April 2, 2012

1-03.1(1) Tied Bids
This section's title is revised to read:

1-03.1(1) Identical Bid Totals

Section 1-05, Control of Work
August 6, 2012

1-05.13(1) Emergency Contact List
The second sentence in the first paragraph is revised to read:

The list shall include, at a minimum, the Prime Contractor's Project Manager, or equivalent, the Prime Contractor's Project Superintendent, the Erosion and Sediment Control (ESC) Lead and the Traffic Control Supervisor.

Section 1-06, Control of Material
August 5, 2013

1-06.1(3) Aggregate Source Approval (ASA) Database
The last paragraph is revised to read the following two new paragraphs:

Aggregate materials that are not approved for use in the ASA database may be sampled and tested by the Agency, for a specified use on a project, from the source or from a processed stockpile of the material and all cost for the sampling and testing will be deducted from the Contract.

The Contractor agrees to authorize the Project Engineer to deduct the sampling and testing costs from any money due or coming due to the Contractor.

1-06.1(4) Fabrication Inspection Expense

The first paragraph is revised to read:

In the event the Contractor elects to have items fabricated beyond 300 miles from Seattle, Washington, the Contracting Agency will deduct from payment due the Contractor costs to perform fabrication inspection on the following items:

- Bridge Bearings (Cylindrical, Disc, Fabric Pad, Pin, Pendulum, Rocker, and Spherical)
- Cantilever Sign Structures and Sign Bridges
- Epoxy-Coated Reinforcing Steel
- Metal Bridge Railing and Handrail
- Modular Expansion Joints
- Painted Piling and Casing
- Painted and Powder-Coated Luminaire and Signal Poles
- Precast Concrete Catch Basins, Manholes, Inlets, Drywells, and Risers
- Precast Concrete Drain, Perforated Underdrain, Culvert, Storm Sewer, and Sanitary Sewer Pipe
- Precast Concrete Three Sided Structures
- Precast Concrete Junction Boxes, Pull Boxes, Cable Vaults, Utility Vaults, and Box Culverts
- Precast Concrete Traffic Barrier
- Precast Concrete Marine Pier Deck Panels
- Precast Concrete Floor Panels
- Precast Concrete Structural Earth Walls, Noise Barrier Walls, and Wall Stem Panels
- Precast Concrete Retaining Walls, including Lagging Panels
- Prestressed Concrete Girders and Precast Bridge Components
- Prestressed Concrete Piles
- Seismic Retrofit Earthquake Restrainers
- Soldier Piles
- Steel Bridges and Steel Bridge Components
- Steel Column Jackets
- Structural Steel for Ferry Terminals, including items such as Dolphins, Wingwalls, and Transfer Spans
- Treated Timber and Lumber 6-inch by 6-inch or larger
- Timber
- Additional items as may be determined by the Engineer

The footnote below the table is revised to read:

* An inspection day includes any calendar day or portion of a calendar day spent by one inspector inspecting, on standby, or traveling to and from a place of fabrication. An additional cost per inspection day will be assessed for each additional inspector. Reimbursement will be assessed at $280.00 per day for weekends and holidays for

each on site inspector in travel status, but not engaged in inspection or travel activities when fabrication activities are not taking place.

Section 1-07, Legal Relations and Responsibilities to the Public
April 1, 2013

1-07.1 Laws to be Observed

The following two sentences are inserted after the first sentence in the third paragraph:

In particular the Contractor's attention is drawn to the requirements of WAC 296.800 which requires employers to provide a safe workplace. More specifically WAC 296.800.11025 prohibits alcohol and narcotics from the workplace.

1-07.9(2) Posting Notices

This section is revised to read:

Notices and posters shall be placed in areas readily accessible to read by employees. The Contractor shall ensure the following are posted:

1. EEOC - P/E-1 (revised 11/09) - Equal Employment Opportunity is THE LAW published by US Department of Labor. Post for projects with federal-aid funding

2. FHWA-1022 (revised 11/11) - NOTICE Federal-Aid Project published by Federal Highway Administration (FHWA). Post for projects with federal-aid funding

3 WH 1321 (revised 04/09) - Employee Rights under the Davis-Bacon Act published by US Department of Labor. Post for projects with federal-aid funding

4. WHD 1088 (revised 07/09) - Employee Rights under the Fair Labor Standards Act published by US Department of Labor. Post on all projects

5. WHD - 1420 (revised 01/09) - Employee Rights and Responsibilities under The Family and Medical Leave Act published by US Department Of Labor. Post on all projects

6. WHD-1462 (revised 01/12) – Employee Polygraph Protection Act published by US Department of Labor. Post on all projects

7. F416-081-909 (revised 12/12) - Job Safety and Health Law published by Washington State Department of Labor and Industries. Post on all projects

8. F242-191-909 (revised 12/12) - Notice to Employees published by Washington State Department of Labor and Industries. Post on all projects

9. F700-074-909 (revised 12/12) - Your Rights as a Worker in Washington State by Washington State Department of Labor and Industries (L&I). Post on all projects

10. EMS 9874 (revised 04/12) - Unemployment Benefits published by Washington State Employee Security Department. Post on all projects

11. Post one copy of the approved ~~"S~~Statement of Intent to Pay Prevailing Wages" for the Contractor, each Subcontractor, each lower tier subcontractor, and any other firm (Supplier, Manufacturer, or Fabricator) that falls under the provisions of RCW 39.12 because of the definition of ~~"C~~Contractor" in WAC 296-127-010

12. Post one copy of the prevailing wage rates for the project

1-07.9(5) Required Documents

Item number 2. in the first paragraph is revised to read:

2. A copy of an approved ~~"A~~Affidavit of Prevailing Wages Paid", State L&I's form number F700-007-000. The Contracting Agency will not grant Completion until all approved Affidavit of Wages paid for Contractor and all Subcontractors have been received by the Project Engineer. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until all of the ~~"A~~Affidavit of Prevailing Wages Paid" forms have been approved by State L&I and a copy of all the approved forms have been submitted to the Engineer.

1-07.14 Responsibility for Damage

The fifth paragraph is revised to read:

Pursuant to RCW 4.24.115, if such claims, suits, or actions result from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the Contractor or the Contractor's agent or employees, the indemnity provisions provided in the preceding paragraphs of this Section shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of its agents and employees.

1-07.15 Temporary Water Pollution/Erosion Control

The third paragraph is deleted.

Section 1-08, Prosecution and Progress
April 1, 2013

1-08.1 Subcontracting

In the eighth paragraph, ~~"C~~Contracting Agency" is revised to read ~~"W~~WSDOT".

1-08.3(1) General Requirements

The following new paragraph is inserted after the first paragraph:

Total float belongs to the project and shall not be for the exclusive benefit of any party.

1-08.5 Time for Completion

The last paragraph in this section is supplemented with the following:

e. Copies of the approved ~~"A~~Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors

1-08.7 Maintenance During Suspension

The second paragraph is revised to read:

At no expense to the Contracting Agency, the Contractor shall provide through the construction area safe, smooth, and unobstructed roadways and pedestrian access routes for public use during the suspension (as required in Section 1-07.23 or the Special Provisions.) This may include a temporary road, alternative pedestrian access route or detour.

Section 1-09, Measurement and Payment
April 1, 2013

1-09.1 Measurement of Quantities
The following new sentence is inserted after the sentence ~~"T~~on":2,000 pounds of avoirdupois weight":

Items of payment that have ~~"L~~ump Sum" or ~~"F~~orce Account" in the Bid Item of Work shall have no specific unit of measurement requirement.

1-09.2(5) Measurement
The second sentence in the first paragraph is revised to read:

The frequency of verification checks will be such that at least one test weekly is performed for each scale used in weighing contract items of Work.

1-09.6 Force Account
In item No. **3. For Equipment**, the last sentence in the third sub-paragraph is revised to read:

In the event that prior quotations are not obtained and the vendor is a firm independent from the Contractor or Subcontractor, then after-the-fact quotations may be obtained by the Engineer from the open market in the vicinity and the lowest such quotation may be used in place of submitted invoice.

Section 3-01, Production From Quarry and Pit Sites
August 5, 2013

3-01.1 Description
In the first paragraph, ~~"a~~sphalt treated base" is deleted.

Section 3-04, Acceptance of Aggregate
August 5, 2013

3-04.3(7)D4 An Entire Lot
The last sentence is deleted.

3-04.3(8) Price Adjustments for Quality of Aggregate
The calculation in the first paragraph is revised to read:

Aggregate Compliance Price Adjustment = (Composite Pay Factor – 1.00)
(quantity of material) (unit bid price or Contingent Unit Price as shown in Table 1, whichever is higher.)

3-04.5 Payment

In the second paragraph, the reference ~~Section~~ 3-04.3(6)C ~~is~~ is revised to read ~~Section~~ 3-04.3(8)~~.~~

In Table 1, the top two rows are revised to read the following three new rows:

9-03.1	Concrete Aggregate (except pavement)	2000	1000[1]	$15.00[2]	$30.00[2]
9-03.1	Concrete Aggregate (pavement)	4000	2000[1]	$15.00[2]	$30.00[2]
9-03.4(2)	Crushed Screening[3]	1000	500	$20.00	$40.00

In Table 1, the row containing the item ~~Gravel~~ Borrow for Geosynthetic Retaining Wall" is revised to read:

9-03.14(4)	Gravel Borrow for Structural Earth Walls	4000	2000	$30	$60

The footnotes below the Table 1 are revised to read:

1. Based on 1000 CY of Concrete.

2 Price adjustment only applies to the actual quantity of aggregate used in the concrete.

3 Contingent unit price per S.Y. is $0.30.

In Table 2, the first row is revised to read:

9-03.1	Concrete Aggregate (all concrete aggregate - including pavement)	2	2	2	10	20			

In Table 2, the row containing the item ~~Gravel~~ Backfill for Foundations Class A" is revised to read:

9-03.12(1)A	Gravel Backfill for Foundations Class A[3]								

In Table 2, the row containing the item ~~Gravel~~ Borrow for Geosynthetic Retaining Wall" is revised to read:

9-03.14(4)	Gravel Borrow for Structural Earth Walls	2	2	5	5	5	10		Other[4]

Item 1 in the footnotes below Table 2 is revised to read:

1 For Aggregate, the nominal maximum size sieve is the largest standard sieve opening listed in the applicable specification upon which more than 1-percent of the material by weight is permitted to be retained. For concrete aggregate, the nominal maximum size sieve is the smallest standard sieve opening through which the entire amount of aggregate is permitted to pass.

The footnotes below the Table 2 are supplemented with the following:

3 Use the price adjustment factors for the material that is actually used.

4 Resistivity 10, pH 10, Chlorides 5, and Sulfates 5.

Section 4-06, Asphalt Treated Base
August 5, 2013

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

Vacant

Section 5-01, Cement Concrete Pavement Rehabilitation
August 5, 2013

5-01.3(2)B Portland Cement Concrete
The fifth sentence in the third paragraph is revised to read:

The lower Specification limit for compressive strength shall be 4,000-psi.

The last two sentences in the third paragraph are deleted.

5-01.3(4) Replace Portland Cement Concrete Panel
This section is supplemented with the following:

Replacement panels that crack shall be repaired as specified in Section 5-05.3(22) at no cost to the Contracting Agency. Epoxy-coated dowel bars meeting the requirements of Section 9-07.5(1) may be substituted for the corrosion resistant dowel bars specified.

5-01.3(6) Dowel Bar Retrofit
The second sentence in the ninth paragraph is revised to read:

The foam insert shall fit tightly around the dowel and to the bottom and edges of the slot and extend to the top of the existing pavement surface.

5-01.3(11) Concrete Slurry
This section including title is revised to read:

5-01.3(11) Concrete Slurry and Grinding Residue
All concrete slurry and grinding residue shall be removed from the pavement surface on a continual basis immediately behind the grinding or cutting operations. Slurry shall not be allowed to drain into an area open to traffic, off of the paved surface or into any drainage structure.

The Contractor shall collect the concrete slurry and grinding residue from the pavement surface and dispose of it in accordance with Section 2-03.3(7)C.

Opening to traffic shall meet the requirements of Section 5-05.3(17).

Section 5-02, Bituminous Surface Treatment
August 5, 2013

In this section, ~~A~~Asphalt Emulsion" is revised to read ~~E~~Emulsified Asphalt".

5-02.1(1) New Construction
This section is revised to read:

> This method of treatment requires two applications of emulsified asphalt and three applications of aggregate. The first application of emulsified asphalt is applied to an untreated Roadway that is followed with an application of aggregate. The second application of emulsified asphalt is followed with two additional applications of aggregate.

5-02.1(2) Seal Coats
This section is revised to read:

> This method requires the placing of one application of emulsified asphalt and one or more sizes of aggregate as specified to an existing pavement to seal and rejuvenate the surface and to produce a uniform Roadway surface with acceptable nonskid characteristics.

5-02.2 Materials
The following new paragraph is inserted after the second paragraph:

> Each source of aggregate for bituminous surface treatment shall be evaluated separately for acceptance in accordance with Section 3-04.

The second and fourth paragraphs (after implementing the preceding Amendment) are deleted.

5-02.3(1) Equipment
The second sentence in the second paragraph is revised to read:

> A temperature measuring device shall be capable of reporting the temperature of emulsified asphalt in the tank.

5-02.3(2)A New Construction
The fourth and fifth paragraphs are revised to read:

> Immediately before the first application of emulsified asphalt, the Roadway surface shall be in the following condition: firm and unyielding, damp, free from irregularities and material segregation, and true to line, grade, and cross-section.
>
> No traffic will be allowed on the prepared surface until the first application of emulsified asphalt and aggregate has been completed.

5-02.3(3) Application of Asphalt and Aggregate
The table ~~A~~Application Rate" is revised to read:

Application Rate			
	Undiluted Emulsified Asphalt (gal. per sq. yd.) Applied	**Aggregate Size**	**Aggregate Application Rate (lbs. per sq. yd.)**
New Construction			
First Application	0.35-0.65	½ inch- No. 4 or ¾ inch-½ inch	25-45
Second Application	0.35-0.60	½ inch- No. 4	25-40
Choke Stone	N/A	No. 4 - 0	4-6
Seal Coats			
⅝ inch – No. 4 Choke Stone	0.40-0.65	⅝ inch- No. 4 No. 4 - 0	25-45 4-6
½ inch – No. 4 Choke Stone	0.35-0.55	½ inch- No. 4 No. 4 - 0	20-35 4-6
⅜ inch – No. 4	0.35-0.55	⅜ inch- No. 4	20-30
Choke Stone	N/A	No. 4 - 0	4-6

The table ~~"P~~avement Sealing" is deleted.

The second paragraph is revised to read:

The Project Engineer will determine the application rates. The second application of emulsified asphalt shall be applied the next day, or as approved by the Project Engineer.

The second to last paragraph is revised to read:

Before application of the fog seal, all surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. The fog seal emulsified asphalt shall be CSS-1 or CSS-1h diluted with water at a rate of one part water to one part emulsified asphalt unless otherwise approved by the Project Engineer. The fog seal shall be uniformly applied to the pavement at a diluted rate of 0.10 – 0.18 gal/sy. The finished application shall be free of streaks and bare spots.

5-02.3(5) Application of Aggregates

The sixth paragraph is revised to read:

The Contractor shall apply choke stone to the Roadway with additional spreading equipment immediately following the initial rolling of the coarse aggregate unless otherwise specified in the Contract documents or specified by the Project Engineer. Excess aggregate

shall be removed from the Roadway. A minimum of one pass with a pneumatic roller shall be made across the entire width of the applied choke stone.

5-02.3(7) Patching and Correction of Defects

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

The CSS-1 or CSS-1h emulsified asphalt may be diluted with water at a rate of one part water to one part emulsified asphalt unless otherwise specified by the Project Engineer.

5-02.5 Payment

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

The unit Contract price per mile for ~~"P~~rocessing and Finishing" shall be full pay for all cost to perform the specified work including, blading, scarifying, processing, leveling, finishing, and the manipulation of aggregates as required

The third paragraph is revised to read

~~"E~~mulsified Asphalt (_____)", per ton.

The fourth paragraph is revised to read:

The unit Contract price per ton for ~~"E~~mulsified Asphalt (_____)" shall be full pay for all costs to perform the specified Work including furnishing, heating, hauling, and spreading the emulsified asphalt on the Roadway.

The sixth paragraph is revised to read:

The unit Contract price per ton for ~~"A~~sphalt for Fog Seal" shall be full pay for all costs to perform the specified Work for the fog seal.

The eighth paragraph is revised to read:

The unit Contract price per cubic yard for ~~"A~~ggregate from Stockpile for BST" shall be full pay for all costs to perform the specified Work including loading, transporting, and placing the material in the finished Work.

The eleventh paragraph is revised to read:

The unit Contract price per cubic yard or per ton for ~~"F~~urnishing and Placing Crushed (_____) shall be full pay for costs to perform the specified Work including furnishing, transporting, and placing the material in the finished Work.

The thirteenth paragraph is revised to read:

The unit Contract price per hour for ~~"A~~dditional Brooming" shall be full pay for all costs to perform the specified Work including rebrooming the Roadway.

Section 5-04, Hot Mix Asphalt
April 1, 2013

5-04.2 Materials
The following material reference is deleted from this section:

Blending Sand	9-03.8(4)

The fourth paragraph is revised to read:

The grade of asphalt binder shall be as required by the Contract. Blending of asphalt binder from different sources is not permitted.

5-04.3(7)A1 General
This section is supplemented with the following:

The Contractor shall include the brand and type of anti-stripping additive in the mix design submittal and provide certification from the asphalt binder manufacture that the anti-stripping additive is compatible with the crude source and formulation of asphalt binder proposed in mix design.

5-04.3(7)A3 Commercial Evaluation
The second sentence in the second paragraph is deleted.

5-04.3(10)B3 Longitudinal Joint Density
The section including title is revised to read:

5-04.3(10)B3 Vacant

5-04.3(11)D General
The last sentence in the first paragraph is deleted.

5-04.3(12)A Transverse Joints
In the second paragraph ~~p~~planning" is revised to read ~~p~~laning".

5-04.3(20) Anti-Stripping Additive
This section is revised to read:

Anti-stripping additive shall be added to the liquid asphalt by the asphalt supplier prior to shipment to the asphalt mixing plant. For HMA accepted by statistical and nonstatistical evaluation the anti-stripping additive shall be added in the amount designated in the WSDOT mix design/anti-strip evaluation report provided by the Contracting Agency. For HMA accepted by commercial evaluation the Project Engineer will determine the amount of anti-strip to be added; paving shall not begin before the anti-strip requirements have been provided to the Contractor.

5-04.4 Measurement
The first sentence in the first paragraph is revised to read:

HMA Cl. ___ PG ___, HMA for ___ Cl. ___ PG ___, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture.

The last paragraph is deleted.

5-04.5 Payment

The bid item "Longitudinal Joint Density Price Adjustment", by calculation and paragraph following bid item are deleted.

Section 5-05, Cement Concrete Pavement
August 5, 2013

5-05.3(1) Concrete Mix Design for Paving

The title in the table titled "Portland Cement Concrete Batch Volumes" is revised to read:

Portland Cement Concrete Batch Weights, per cubic yard of Concrete

5-05.3(6) Subgrade

The last paragraph in this section is deleted.

Section 6-02, Concrete Structures
January 7, 2013

6-02.3(2) Proportioning Materials

The Lean Concrete value in the column "Minimum Cemetitious Content (pounds)" in the table titled "Cementitious Requirement for Concrete" is revised to read:

****145

The following new note is inserted after the note "** No maximum specified" in the table titled "Cementitious Requirement for Concrete":

****Maximum of 200 pounds

The paragraph following the table "Cementitious Requirements for Concrete" 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 4000D and 4000A, and 50 percent by weight of the total cementitious material for all other classes of concrete.

6-02.3(2)B Commercial Concrete

The second paragraph is revised to read:

Where concrete Class 3000 is specified for items such as, culvert headwalls, plugging culverts, concrete pipe collars, pipe anchors, monument cases, Type PPB, PS, I, FB and RM signal standards, pedestals, cabinet bases, guardrail anchors, fence post footings, sidewalks, curbs, and gutters, the Contractor may use commercial concrete. If commercial concrete is used for sidewalks, curbs, and gutters, it shall have a minimum cementitious

material content of 564 pounds per cubic yard of concrete, shall be air entrained, and the tolerances of Section 6-02.3(5)C shall apply.

6-02.3(2)D Lean Concrete

This section is revised to read:

Lean concrete shall meet the cementitious requirements of Section 6-02.3(2) and have a maximum water/cement ratio of 2.

6-02.3(4)A Qualification of Concrete Suppliers

The first paragraph is revised to read :

Batch Plant Prequalification requires a certification by the National Ready Mix Concrete Association (NRMCA). Information concerning NRMCA certification may be obtained from the NRMCA at 900 Spring Street, Silver Springs, MD 20910 or online at www.nrmca.org. The NRMCA certification shall be valid for a 2-year period from the date of certificate. The following documentation shall be submitted to the Project Engineer; a copy of the current NRMCA Certificate of Conformance, the concrete mix design(s) (WSDOT Form 350-040), along with copies of the truck list, batch plant scale certification, admixture dispensing certification, and volumetric water batching devices (including water meters) verification.

6-02.3(5)G Sampling and Testing Frequency for Temperature, Consistency, and Air Control

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

Sampling shall be performed in accordance with WSDOT FOP for WAQTC TM 2 and random samples shall be selected in accordance with WSDOT TM 716.

6-02.3(14)C Pigmented Sealer for Concrete Surfaces

This section is revised to read:

The Contractor shall submit the pigmented sealer manufacturer's written instructions covering, at a minimum, the following:

1. Surface preparation
2. Application methods
3. Requirements for concrete curing prior to sealer application
4. Temperature, humidity and precipitation limitations for application
5. Rate of application and number of coats to apply

The Contractor shall not begin applying pigmented sealer to the surfaces specified to receive the sealer until receiving the Engineer's approval of the submittal.

All surfaces specified in the Plans to receive pigmented sealer shall receive a Class 2 surface finish (except that concrete barrier surfaces shall be finished in accordance with Section 6-02.3(11)A). The Contractor shall not apply pigmented sealer from a batch

greater than 12 months past the initial date of color sample approval of that batch by the Engineer.

The pigmented sealer color or colors for specific concrete surfaces shall be as specified in the Special Provisions.

The final appearance shall be even and uniform without blotchiness, streaking or uneven color. Surface finishes deemed unacceptable by the Engineer shall be re-coated in accordance with the manufacturer's recommendations at no additional expense to the Contracting Agency.

For concrete surfaces such as columns, retaining walls, pier walls, abutments, concrete fascia panels, and noise barrier wall panels, the pigmented sealer shall extend to 1 foot below the finish ground line, unless otherwise shown in the Plans.

6-02.3(16) Plans for Falsework and Formwork

Item No. 4 in the seventh paragraph is revised to read:

4. Conditions required by other Sections of 6-02.3(17), Falsework and Formwork.

Item's No. 5, 6, 7, and 8 in the seventh paragraph are deleted.

The following paragraph is inserted after the seventh paragraph:

Plan approval can be done by the Project Engineer for footings and walls 4 to 8 feet high (excluding pedestal height) provided:

1. Concrete placement rate is 4 feet per hour or less.

2. Facing is ¾-inch plywood with grades as specified per Section 6-02.3(17)I.

3. Studs, with plywood face grain perpendicular, are 2 by 4's spaced at 12 inches.

4. Walers with 3,000 pound safe working load ties spaced at 24 inches are two 2 by 4's spaced at 24 inches.

6-02.3(17)F Bracing

In the first paragraph, the phrase ~~p~~per Section 6-02.3(17)I" is revised to read ~~i~~in accordance with Section 6-02.3(17)I".

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

6-02.3(17)F5 Temporary Bracing for Bridge Girders During Diaphragm and Bridge Deck Concrete Placement

Prestressed concrete girders shall be braced to resist forces that would cause rotation or torsion in the girders caused by the placing of precast concrete deck panels and concrete for the bridge deck.

Bracing shall be designed and detailed by the Contractor and shall be shown in the falsework/formwork plans submitted to the Engineer for approval. These braces shall be

furnished, installed, and removed by the Contractor at no additional cost to the Contracting Agency. The Contractor may consider the bracing effects of the diaphragms in developing the falsework/formwork plans. The Contractor shall account for the added load from concrete finishing machines and other construction loadings in the design of the bracing.

Falsework support brackets and braces shall not be welded to structural steel bridge members or to steel reinforcing bars.

6-02.3(17)F4 Temporary Bracing for Bridge Girders

This section including title is revised to read:

6-02.3(17)F4 Temporary Bracing for Bridge Girders During Erection

Steel girders shall be braced in accordance with Section 6-03.3(7)A.

Prestressed concrete girders shall be braced sequentially during girder erection. The bracing shall be designed and detailed by the Contractor and shall be shown in the falsework/formwork plans submitted to the Engineer for approval. The Contractor shall furnish, install, and remove the bracing at no additional cost to the Contracting Agency.

At a minimum, the Contractor shall brace girders at each end and at midspan to prevent lateral movement or rotation. This bracing shall be placed prior to the release of each girder from the erection equipment. If the bridge is constructed with cast-in-place concrete diaphragms, the bracing may be removed once the concrete in the diaphragms has been placed and cured for a minimum of 24 hours.

6-02.3(17)H Formwork Accessories

The first paragraph is deleted and replaced with the following two new paragraphs:

Formwork accessories such as form ties, form anchors, form hangers, anchoring inserts, and similar hardware shall be specifically identified in the formwork plans including the name and size of the hardware, manufacturer, safe working load, and factor of safety. The grade of steel shall also be indicated for threaded rods, coil rods, and similar hardware. Wire form ties shall not be used. Welding or clamping formwork accessories to Contract Plan reinforcing steel will not be allowed. Driven types of anchorages for fastening forms or form supports to concrete, and Contractor fabricated ~~J~~" hooks shall not be used. Field drilling of holes in prestressed girders is not allowed.

Taper ties may be used provided the following conditions are met:

1. The structure is not designed to resist water pressure (pontoons, floating dolphins, detention vaults, etc.)

2. After the taper tie is removed, plugs designed and intended for plugging taper tie holes shall be installed at each face of concrete. The plug shall be installed a minimum of 1 ½" clear from the face of concrete.

3. After the plug is installed, the hole shall be cleaned of all grease, contamination and foreign matter.

4. Holes on the exposed faces of concrete shall be patched and finished to match the surrounding concrete.

6-02.3(25)N Prestressed Concrete Girder Erection

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

The girders shall be braced in accordance with Sections 6-02.3(17)F4 and 6-02.3(17)F5.

6-02.3(26)E5 Leak Tightness Testing

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

The Contractor shall test each completed duct assembly for leak tightness after placing concrete but prior to placing post tensioning reinforcement.

The second paragraph is revised to read:

Prior to testing, all grout caps shall be installed and all vents, grout injection ports, and drains shall either be capped or have their shut-off valves closed. The Contractor shall pressurize the completed duct assembly to an initial air pressure of 50 psi. This pressure shall be held for five minutes to allow for internal adjustments within the assembly. After five minutes, the air supply valve shall be closed. The Contractor shall monitor and measure the pressure maintained within the closed assembly, and any subsequent loss of pressure, over a period of one minute following the closure of the air supply valve. The maximum pressure loss for duct assemblies equal to or less than 150 feet in length shall be 25 psig. The maximum pressure loss for duct assemblies greater than 150 feet in length shall be 15 psig. If the pressure loss exceeds the allowable, locations of leakage shall be identified, repaired or reconstructed using methods approved by the Engineer. The repaired system shall then be retested. The cycle of testing, repair and retesting of each completed duct assembly shall continue until the completed duct assembly completes a test with pressure loss within the specified amount.

Section 6-03, Steel Structures
August 5, 2013

6-03.3(7)A Erection Methods

The following new paragraph is inserted after the second paragraph:

The Contractor may submit for approval the use of an engineered and fabricated lifting bracket bolted to the girder top flanges providing the following requirements are satisfied:

1. The lifting bracket shall be engineered and supporting calculations shall be submitted with the erection plan;

2. The calculations shall include critical stresses in the girder including local stresses in the flanges at lifting bracket locations;

3. The calculations shall include computation of the lifting bracket and associated bolt hole locations and the expected orientation of the girder during picking operation;

4. The lifting bracket shall be load tested and certified for a load at least 2 times the working load and at all angles it will be used (angle of load or rigging). Certification documentation from a previous project may be submitted for approval;

5. Bolt holes in girders added for the lifting bracket connections shall be shown in the shop plans and shall be drilled in the shop. Field drilling of bolt holes for lifting brackets will not be permitted;

6. Bolt holes in girder top flanges shall be filled with high strength bolts after erection in accordance with Section 6-02.3(17)K.

The last sentence in the fourth paragraph (after implementing the preceding Amendment) is revised to read:

The plan, including lifting bracket working drawings and calculations, shall be prepared by (or under the direct supervision of) a Professional Engineer, licensed under Title 18 RCW, State of Washington, in the branch of Civil or Structural, and shall carry the engineer's seal and signature, in accordance with Section 6-02.3(16).

6-03.3(13) Fabricating Tension Members

Item number 2. is revised to read:

2. Fabricated from plate stock with the primary rolling direction of the stock parallel to the length of the member, or as shown in the Plans.

6-03.3(28)A Method of Shop Assembly

The first sentence in Item 2.C. is revised to read:

For Trusses and Girders – After the first stage has been completed, each subsequent stage shall be assembled to include: at least one truss panel or girder shop section of the previous stage and two or more truss panels or girder shop sections added at the advancing end.

6-03.3(32) Assembling and Bolting

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

To complete a joint following one of the methods listed above, the Contractor shall fill all remaining holes of the field connection or splice place with bolts and tighten to snug-tight.

The following two new paragraphs are inserted after the fourth paragraph:

The Contractor shall complete the joint or connection within ten calendar days of installing the first bolt or within a duration approved by the Engineer. Any bolts inserted in an incomplete connection, either loose or tightened snug-tight, which exceed the specified duration for completing the connection, shall be subject to the following requirements:

1. Three assemblies for each size and length shall be removed from connection(s) that are to be tensioned. Rotational capacity tests shall be performed on the removed assemblies to demonstrate the assembly has sufficient lubricant to be tensioned satisfactorily.

2. Five assemblies shall be removed from the connection to establish the inspection torque.

3. In the case of tension controlled bolts, three assemblies shall be removed and tested in accordance with Section 6-03.3(33)A to verify the minimum specified tension can be achieved prior to shearing of the spline.

Assemblies removed for the purpose of rotational capacity testing, determination of the inspection torques, or verification of tension controlled bolt performance shall be replaced with new bolts at no additional expense to the Contracting Agency. To minimize the number of removed assemblies, the Contractor may combine rotational capacity testing and inspection torque determination as approved by the Engineer.

6-03.3(33) Bolted Connections

The fourth paragraph is revised to read:

All bolted connections are slip critical. Painted structures require either Type 1 or Type 3 bolts. Unpainted structures require Type 3 bolts. Bolts shall not be galvanized unless specified in the Contract documents. AASHTO M 253 bolts shall not be galvanized and shall not be used in contact with galvanized metal.

In the tenth paragraph, the first paragraph of Item number 3. is revised to read:

3. **Twist Off Type Tension Control Structural Bolt/Nut/Washer Assembly Method (Tension Control Bolt Assembly) -** Tension control bolt assemblies shall include the bolt, nut, and washer(s) packaged and shipped as a single assembly. Unless otherwise approved by the Engineer, tension control bolt assembly components shall not be interchanged for testing or installation and shall comply with all provisions of ASTM F 1852. If approved by the Engineer, the tension control bolt assembly components may be interchanged within the same component lot for girder web splices or other locations where access to both sides of the connection is restricted.

6-03.3(33)A Pre-Erection Testing

The following new paragraph is inserted after the fourth paragraph:

Three twist off-type tension controlled bolt assemblies, per assembly lot, shall be tested in a bolt tension calibrator. The bolts shall first be tensioned to a snug tight condition. Tensioning shall then be completed by tightening the assembly nut in a continuous operation using a spline drive installation tool until the spline shears from the bolt. The bolt assembly tension shall meet the requirements of Table 1. If any specimen fails, the assembly lot is rejected.

6-03.3(33)B Bolting Inspection

The first paragraph is revised to read:

The Contractor, in the presence of the Project Engineer, shall inspect the tightened bolt using a calibrated inspection torque wrench, regardless of bolting method. The Contractor shall supply the inspection torque wrench. Inspection shall be performed within seven

calendar days from the completion of each bolted connection or as approved by the Project Engineer.

6-03.3(36) Setting and Grouting Masonry Plates

Item number 2. in the second paragraph is revised to read:

2. Place steel shims under the masonry plates to position pin centers or bearings to line and grade and in relationship to each other. Steel shims shall be the size and be placed at the locations shown in the Plans;

6-03.3(39) Swinging the Span

The second and third paragraphs are revised to read:

After the falsework is released (spans swung free), the masonry plates, shoes, and keeper plates are grouted, and before any load is applied, the Contractor (or the Engineer if the Contracting Agency is responsible for surveying) shall survey elevations at the tenth points along the centerline on top of all girders and floorbeams. The Contractor shall calculate the theoretical top of girder or floorbeam flange elevations and compare the calculated elevations to the surveyed elevations. The theoretical pad or haunch depth shown in the Plans shall be increased or decreased by the difference between the theoretical and surveyed top of girder or floorbeam elevations. The soffit (deck formwork) shall be set based on the Plan bridge deck thickness and the adjusted pad or haunch depth.

The Contractor shall submit all survey data and calculations to the Engineer for review ten working days prior to placing any load, beyond the maximum five pounds per square foot of form weight allowed, on the Structure.

Section 6-05, Piling
August 6, 2012

6-05.5 Payment

The paragraph following the bid item, ~~D~~driving St. Pile", per each is revised to read:

The unit Contract price per each for ~~D~~driving (type) Pile (____)" shall be full pay for driving the pile to the ultimate bearing and/or penetration specified.

Section 6-06, Bridge Railings
August 6, 2012

6-06.3(2) Metal Railings

The third paragraph is revised to read:

Anchor bolts shall be positioned with a template to ensure that bolts match the hole spacing of the bottom channels or anchorage plates.

Section 6-07, Painting
August 5, 2013

6-07.3(9)A Paint System

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

All paint coating components of the selected paint system shall be produced by the same manufacturer.

6-07.3(10)H Paint System

The first and second sentences in the second paragraph are revised to read:

All paint coating components of the selected paint system shall be produced by the same manufacturer.

6-07.3(10)N Field Coating Application Methods

The first sentence is revised to read:

The Contractor shall apply paint materials in accordance with the manufacturer's recommendations by air or airless spray, brush, roller, or any combination of these methods unless otherwise specified.

The third sentence is revised to read:

The Contractor shall use brushes to apply the stripe coat, to ensure complete coverage around structural geometric irregularities, and to push the paint into gaps between existing steel surfaces and around rivets and bolts.

6-07.3(10)O Applying Field Coatings

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

All steel surfaces cleaned to bare metal by abrasive blast cleaning shall receive the primer coat within the same working day as the cleaning to bare metal and before any rust begins to form.

6-07.5 Payment

The third paragraph is revised to read:

The lump sum Contract price for ~~C~~leaning and Painting - _____" shall be full pay for the Work as specified, including developing all submittals, arranging for and accommodating contact and on-site attendance by the paint manufacturer's technical representative, furnishing and placing all necessary staging and rigging, furnishing, operating and mooring barges, furnishing and operating fixed and movable work platforms, accommodating Contracting Agency inspection access, conducting the Contractor's quality control inspection program, providing material, labor, tools, and equipment, furnishing containers for containment waste, collecting and storing containment waste, collecting, storing, testing, and disposing of all containment waste not conforming to the definition in Section 6-07.3(10)F, performing all cleaning and preparation of surfaces to be painted, applying all coats of paint and sealant, correcting coating deficiencies, completing coating repairs, and completing project site cleanup.

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

Progress payments for "Cleaning and Painting - _____" will be made on a monthly basis and will be based on the percentage of the total estimated area satisfactorily cleaned and coated as determined by the Project Engineer.

Section 6-10, Concrete Barrier
August 5, 2013

6-10.3 Construction Requirements
This section is supplemented with the following:

Steel welded wire reinforcement deformed, conforming to Section 9-07.7, may be substituted in concrete barrier in place of deformed steel bars conforming to Section 9-07.2, subject to the following conditions:

1. Steel welded wire reinforcement spacing shall be the same as the deformed steel bar spacing as shown in the Standard Plans.

2. The minimum cross sectional area for steel welded wire reinforcement shall be no less than 86 percent of the cross sectional area for the deformed steel bars being substituted.

3. Development lengths and splice lengths shall conform to requirements specified in the AASHTO LRFD Bridge Design Specifications, current edition.

6-10.3(6) Placing Concrete Barriers
The first and second sentences in the first paragraph are revised to read:

Precast concrete barrier Types 2 and 4, precast single slope barrier, and transitions shall rest on a paved foundation shaped to a uniform grade and section. The foundation surface for precast concrete barrier Types 2 and 4, precast single slope barrier, and transitions shall meet this test for uniformity:

6-10.5 Payment
In the second paragraph, the bid item ~~"C~~onc. Class 4000" is revised to read:

~~"C~~onc. Class 4000___"

Section 6-12, Noise Barrier Walls
August 6, 2012

6-12.3(3) Shaft Construction
The third sentence in the fifth paragraph is revised to read:

When efforts to advance past the obstruction to the design shaft tip elevation result in the rate of advance of the shaft drilling equipment being significantly reduced relative to the rate of advance for the rest of the shaft excavation, then the Contractor shall remove the obstruction under the provisions of Section 6-12.5.

6-12.3(6) Precast Concrete Panel Fabrication and Erection
The second sentence in item number 3 is deleted.

6-12.5 Payment
This section is supplemented with the following:

"Removing Noise Barrier Wall Shaft Obstructions", estimated.

Payment for removing obstructions, as defined in Section 6-12.3(3), will be made for the changes in shaft construction methods necessary to remove the obstruction. The Contractor and the Engineer shall evaluate the effort made and reach agreement on the equipment and employees utilized, and the number of hours involved for each. Once these cost items and their duration have been agreed upon, the payment amount will be determined using the rate and markup methods specified in Section 1-09.6. For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount for the item "Removing Noise Barrier Wall Shaft Obstructions" in the bid proposal to become a part of the total bid by the Contractor.

If the shaft construction equipment is idled as a result of the obstruction removal work and cannot be reasonably reassigned within the project, then standby payment for the idled equipment will be added to the payment calculations. If labor is idled as a result of the obstruction removal work and cannot be reasonably reassigned within the project, then all labor costs resulting from Contractor labor agreements and established Contractor policies will be added to the payment calculations.

The Contractor shall perform the amount of obstruction work estimated by the Contracting Agency within the original time of the contract. The Engineer will consider a time adjustment and additional compensation for costs related to the extended duration of the shaft construction operations, provided:

1. the dollar amount estimated by the Contracting Agency has been exceeded, and;

2. the Contractor shows that the obstruction removal work represents a delay to the completion of the project based on the current progress schedule provided in accordance with Section 1-08.3.

Section 6-13, Structural Earth Walls
April 1, 2013

6-13.2 Materials
In the first paragraph, the following item is inserted after the item "Aggregates for Portland Cement Concrete":

Gravel Borrow for Structural Earth Walls	9-03.14(4)

6-13.4 Measurement
In the second paragraph, "Backfill" is revised to read "Gravel borrow".

6-13.5 Payment
In this section, the bid item "Backfill for Structural Earth Wall Incl. Haul" is revised to read:

"Gravel Borrow for Structural Earth Wall incl. Haul".

Section 6-14, Geosynthetic Retaining Walls
April 1, 2013

6-14.2 Materials
The first paragraph is revised to read:

Materials shall meet the requirements of the following sections:

Portland Cement	9-01
Aggregates for Portland Cement Concrete	9-03.1
Sand	9-03.13(1)
Gravel Borrow for Structural Earth Wall	9-03.14(4)
Polyurethane Sealant	9-04.2(3)
Closed Cell Foam Backer Rod	9-04.2(3)A
Anchor Rods and Associated Nuts, Washers, and Couplers	9-06.5(1)
Reinforcing Steel	9-07
Wire Mesh for Concrete Reinforcement	9-07.7
Grout	9-20.3(4)
Construction Geosynthetic	9-33

6-14.4 Measurement
In the second paragraph, ~~g~~geosynthetic retaining wall backfill" is revised to read "structural earth wall backfill".

6-14.5 Payment
In this section, the bid item ~~G~~Gravel Borrow for Geosynthetic Ret. Wall Incl. Haul". Is revised to read:

~~G~~Gravel Borrow for Structural Earth Wall incl. Haul"

Section 6-15, Soil Nail Walls
January 2, 2012

6-15.2 Materials
The referenced section for the following item is revised to read:

Grout	9-20.3(4)

6-15.3(3) Submittals
Item f beneath item number 3 is revised to read:

f. Mix design and procedures for placing the grout.

6-15.3(6) Soil Nailing
This section is supplemented with the following:

The Contractor shall make and cure grout cubes once per day in accordance with WSDOT Test Method T 813. These samples shall be retained by the Contractor until all associated verification and proof testing of the soil nails has been successfully completed. If the

Contractor elects to test the grout cubes for compressive strength, testing shall be conducted by an independent laboratory and shall be in accordance with the WSDOT FOP for AASHTO T106.

Section 6-16, Soldier Pile and Soldier Pile Tieback Walls
January 2, 2012

6-16.3(3) Shaft Excavation
The third sentence in the seventh paragraph is revised to read:

When efforts to advance past the obstruction to the design shaft tip elevation result in the rate of advance of the shaft drilling equipment being significantly reduced relative to the rate of advance for the rest of the shaft excavation, then the Contractor shall remove the obstruction under the provisions of Section 6-16.5.

6-16.5 Payment
This section is supplemented with the following:

~~"~~Removing Soldier Pile Shaft Obstructions", estimated.

Payment for removing obstructions, as defined in Section 6-16.3(3), will be made for the changes in shaft construction methods necessary to remove the obstruction. The Contractor and the Engineer shall evaluate the effort made and reach agreement on the equipment and employees utilized, and the number of hours involved for each. Once these cost items and their duration have been agreed upon, the payment amount will be determined using the rate and markup methods specified in Section 1-09.6. For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount for the item "Removing Soldier Pile Shaft Obstructions" in the bid proposal to become a part of the total bid by the Contractor.

If the shaft construction equipment is idled as a result of the obstruction removal work and cannot be reasonably reassigned within the project, then standby payment for the idled equipment will be added to the payment calculations. If labor is idled as a result of the obstruction removal work and cannot be reasonably reassigned within the project, then all labor costs resulting from Contractor labor agreements and established Contractor policies will be added to the payment calculations.

The Contractor shall perform the amount of obstruction work estimated by the Contracting Agency within the original time of the contract. The Engineer will consider a time adjustment and additional compensation for costs related to the extended duration of the shaft construction operations, provided:

1. the dollar amount estimated by the Contracting Agency has been exceeded, and;

2. the Contractor shows that the obstruction removal work represents a delay to the completion of the project based on the current progress schedule provided in accordance with Section 1-08.3.

Section 6-17, Permanent Ground Anchors
August 6, 2012

6-17.3(3) Submittals
The first sentence in the sixth paragraph is revised to read:

> The Contractor shall submit the mix design for the grout conforming to Section 9-20.3(4) and the procedures for placing the grout to the Engineer for approval.

6-17.3(7) Installing Permanent Ground Anchors
The following new paragraph is inserted after the sixth paragraph:

> The Contractor shall make and cure grout cubes once per day in accordance with WSDOT Test Method T 813. These samples shall be retained by the Contractor until all associated verification, performance and proof testing of the permanent ground anchors has been successfully completed. If the Contractor elects to test the grout cubes for compressive strength, testing shall be conducted by an independent laboratory and shall be in accordance with the WSDOT FOP for AASHTO T106.

6-17.3(9) Permanent Ground Anchor Acceptance Criteria
The fourth paragraph is deleted.

Section 6-19, Shafts
August 5, 2013

6-19.3(2) Submittal
This section including title is revised to read:

> **Shaft Construction Submittals**
> The shaft construction submittal shall be comprised of the following three components: construction experience; shaft installation narrative; and shaft slurry technical assistance. The submittal shall be submitted in a PDF format to the Project Engineer a minimum of 30 calendar days prior to the start of the Work.

6-19.3(2)A Construction Experience Submittal
This section's title is revised to read:

> **Construction Experience**

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

> The Contractor shall submit a project reference list to the Project Engineer for verifying the successful completion by the Contractor of at least three separate foundation projects with shafts of diameters and depths similar to or larger than those shown in the Plans, and ground conditions similar to those identified in the Contract.

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

> The Contractor shall submit a list identifying the on-site supervisors and drill rig operators potentially assigned to the project to the Project Engineer.

The first and second sentences in the last paragraph are deleted.

6-19.3(2)B Shaft Installation Narrative Submittal

This section's title is revised to read:

Shaft Installation Narrative

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

The Contractor shall submit a shaft installation narrative to the Engineer.

Item number 4. (except the table) is revised to read:

4. A slurry mix design, including all additives and their specific purpose in the slurry mix, with a discussion of its suitability to the anticipated subsurface conditions shall be submitted and include the procedures for mixing, using, and maintaining the slurry. A detailed plan for quality control of the selected slurry, including tests to be performed, test methods to be used, and minimum and/or maximum property requirements which must be met to ensure the slurry functions as intended, considering the anticipated subsurface conditions and shaft construction methods, in accordance with the slurry manufacturer's recommendations and these Special Provisions shall be included. As a minimum, the slurry quality control plan shall include the following tests:

Item number 9. is revised to read (except the lettered items):

9. Reinforcing steel shop drawings with details of reinforcement placement, including bracing, centering, and lifting methods, and the method to ensure the reinforcing cage position is maintained during construction, including use of bar boots and/or rebar cage base plates, and including placement of rock backfill below the bottom of shaft elevation, provided the conditions of Section 6-19.3(5)D are satisfied.

   The reinforcing steel shop drawings and shaft installation narrative shall include, at a minimum:

The paragraph following item number 9 n is deleted.

The first sentence in the paragraph following item number 9 n.. (after implementing the preceding Amendment) is revised to read:

The Engineer will evaluate the shaft installation narrative for conformance with the Plans, Specifications, and Special Provisions, within the review time specified.

6-19.3(2)C Shaft Slurry Technical Assistance Submittal

This section's title is revised to read:

Shaft Slurry Technical Assistance

The second sentence in the first paragraph (except for the numbered items) is revised to read:

The Contractor shall submit the following to the Engineer:

6-19.3(4)B Minimum Level of Slurry in the Excavation

This section is revised to read:

When slurry is used in a shaft excavation the following is required:

1. The height of the slurry shall be as required to provide and maintain a stable hole to prevent bottom heave, caving, or sloughing of all unstable zones.

2. The Contractor shall provide casing, or other means, as necessary to meet these requirements.

3. The slurry level in the shaft while excavating shall be maintained above the groundwater level the greater of the following dimensions:

   a. Not less than 5 feet for mineral slurries.

   b. Not less than 10 feet for water slurries.

   c. Not less than 10 feet for synthetic slurries.

4. The slurry level in the shaft throughout all stops as specified in Section 6-19.3(3)A and during concrete placement as specified in Section 6-19.3(7) shall be no lower than the water level elevation outside the shaft.

6-19.3(4)F Slurry Disposal

This section including title is revised to read:

6-19.3(4)F Disposal of Slurry and Slurry Contacted Spoils

The Contractor shall dispose of the slurry and slurry-contacted spoils as specified in the shaft installation narrative in accordance with Section 6-19.3(2)B, item 8, and in accordance with the following requirements:

1. Water slurry with no additives may be infiltrated to an upland area within the confines of the Contracting Agency Right of Way for the project. Infiltration is allowed provided the ground-line at the disposal site is at least 5 feet above the current water table, and that disposal operations conform to the temporary erosion and sedimentation control (TESC) requirements established for this project. For the purposes of water slurry disposal, upland is defined as an area that has no chance of discharging directly to waters of the State, including wetlands or conveyances that indirectly lead to wetlands or waters of the State. Spoils in contact with this slurry may be disposed of as clean fill.

2. Synthetic slurry and water slurry with polymer-based additives shall be contained and disposed of by the Contractor at an approved facility. The Contractor shall acquire all permits or approvals necessary for disposal of the slurry and shall provide copies to the Engineer. Spoils in contact with synthetic slurry or water slurry with polymer-based additives shall be disposed of in accordance with

Section 2-03.3(7)C. With approval of the Engineer, the Contractor may re-use these spoils on-site.

3. Mineral slurry may be infiltrated to a temporary sediment trap located in an upland area within the confines of the Contracting Agency Right of Way for the project. Infiltration is allowed provided the ground-line at the disposal site is at least 5 feet above the current water table, and that disposal operations conform to the temporary erosion and sedimentation control (TESC) requirements established for this project. For the purposes of mineral slurry disposal, upland is defined as an area that has no chance of discharging directly to waters of the State, including wetlands or conveyances that indirectly lead to wetlands or waters of the State. Spoils in contact with mineral slurry shall be disposed of in accordance with Section 2-03.3(7)C. With approval of the Engineer, the Contractor may re-use these spoils on-site.

Section 7-02, Culverts
August 6, 2012

7-02.2 Materials
Note 3 in the table titled, ~~"~~Culvert Pipe Schedules" is revised to read:

[3]Polypropylene pipe, 12 inch to 30 inch diameters approved for Schedule A and Schedule B, 36 inch to 60 inch diameters approved for Schedule A only.

7-02.5
The bid item ~~"~~Steel Rib Reinforced Polyethylene Culvert Pipe _____ In. Diam.", per linear foot is revised to read:

~~"~~St. Rib Reinf Polyethylene Culv. Pipe _____ In. Diam.", per linear foot

Section 7-03, Structural Plate Pipe, Pipe Arch, Arch, and Underpass
August 6, 2012

7-03.3(1) Foundations, General
This section is supplemented with the following:

When aluminum pipe or pipe arch is in contact with cement concrete, two coats of paint shall be applied in accordance with Section 7-08.3(2)D.

7-03.3(5) Headwalls
This section is supplemented with the following:

When aluminum pipe or pipe arch is in contact with cement concrete, two coats of paint shall be applied in accordance with Section 7-08.3(2)D.

Section 7-04, Storm Sewers
August 6, 2012

7-04.3(1)B Exfiltration Test – Storm Sewers
The fifth column title ~~PE~~[4]" is revised to read ~~PP~~[4]" from the table titled, ~~S~~torm Sewer Pipe Schedules".

Note 4 in the table titled, ~~S~~torm Sewer Pipe Schedules" is revised to read:

> [4]PP = Polypropylene Pipe, 12 inch to 30 inch approved for Schedule A and Schedule B, 36 inch to 60 inch diameters approved for Schedule A only.

7-04.5
The bid item ~~S~~teel Rib Reinforced Polyethylene Storm Sewer Pipe _____ In Diam", per linear foot is revised to read:

> ~~S~~t. Rib Reinf Polyethylene Storm Sewer Pipe _____ In. Diam", per linear foot

Section 7-05, Manholes, Inlets, Catch Basins, and Drywells
April 2, 2012

7-05.3 Construction Requirements
The third paragraph is supplemented with the following:

> Leveling and adjustment devices that do not modify the structural integrity of the metal frame, grate or cover, and do not void the originating foundry's compliance to these specifications and warranty is allowed. Approved leveling devices are listed in the Qualified Products List. Leveling and adjusting devices that interfere with the backfilling, backfill density, grouting and asphalt density will not be allowed. The hardware for leveling and adjusting devices shall be completely removed when specified by the Project Engineer.

Section 7-08, General Pipe Installation Requirements
August 6, 2012

7-08.3(2)D Pipe Laying – Steel or Aluminum
The following new sentence is inserted after the first sentence in the second paragraph:

> The paint shall cover all the surface in contact with the concrete and extend one inch beyond the point of contact.

Section 7-09, Water Mains
August 6, 2012

7-09.3(19)A Connections to Existing Mains
In the second paragraph, ~~S~~pecial Conditions" is revised to read ~~S~~pecial Provisions".

Section 8-01, Erosion Control and Water Pollution Control
August 5, 2013

8-01.2 Materials
The first paragraph is revised to read:

Materials shall meet the requirements of the following sections:

Corrugated Polyethylene Drain Pipe	9-05.1(6)
Quarry Spalls	9-13
Seed	9-14.2
Fertilizer	9-14.3
Mulch and Amendments	9-14.4
Tackifiers	9-14.4(7)
Erosion Control Devices	9-14.5
High Visibility Fence	9-14.5
Construction Geotextile	9-33

8-01.3(1) General
The last two sentences in the first paragraph are deleted.

In the seventh paragraph, ~~"p~~erimeter silt fencing" is revised to read ~~"s~~ilt fencing".

8-01.3(2)D Mulching
The following two new paragraphs are inserted after the fourth paragraph:

Short-Term Mulch shall be hydraulically applied at the rate of 2500 pounds per acre and may be applied in one lift.

Moderate-Term Mulch and Long-Term Mulch shall be hydraulically applied at the rate of 3500 pounds per acre with no more than 2000 pounds applied in any single lift.

8-01.3(2)E Soil Binders and Tacking Agents
This section including title is revised to read:

8-01.3(2)E Tackifiers
Tackifiers applied using a hydroseeder shall have a mulch tracer added to visibly aid uniform application. This tracer shall not be harmful to plant, aquatic, or animal life. A minimum of 125 pounds per acre and a maximum of 250 pounds per acre of Short-Term Mulch shall be used as a tracer. Tackifier shall be mixed and applied in accordance with the manufacturer's recommendations.

Soil Binding Using Polyacrylamide (PAM) – The PAM shall be applied on bare soil completely dissolved and mixed in water or applied as a dry powder. Dissolved PAM shall be applied at a rate of not more than ⅔ pound per 1,000 gallons of water per acre. A minimum of 200 pounds per acre of Short-Term Mulch shall be applied with the dissolved PAM. Dry powder applications may be at a rate of 5 pounds per acre using a hand-held fertilizer spreader or a tractor-mounted spreader.

PAM shall be applied only to areas that drain to completed sedimentation control BMPs in accordance with the TESC Plan. PAM may be reapplied on actively worked areas after a 48-hour period.

PAM shall not be applied during rainfall or to saturated soils

8-01.3(2)F Dates for Application of Final Seed, Fertilizer, and Mulch

In the first paragraph, ~~"E~~Engineer" is revised to read ~~"P~~Project Engineer".

Note 1 of the table in the first paragraph is revised to read:

[1] Where Contract timing is appropriate, seeding, fertilizing, and mulching shall be accomplished during the fall period listed above

The third paragraph is deleted.

8-01.3(3) Placing Erosion Control Blanket

This section including title is revised to read:

8-01.3(3) Placing Biodegradable Erosion Control Blanket

Biodegradable Erosion Control Blankets are used as an erosion prevention device and to enhance the establishment of vegetation. Erosion control blankets shall be installed according to the manufacturer's recommendations.

Seeding and fertilizing shall be done prior to blanket installation.

Select erosion control blanket material for an area based on the intended function: slope or ditch stabilization, and site specific factors including soil, slope gradient, rainfall, and flow exposure. Erosion Control Blankets shall not be used on slopes or in ditches that exceed the manufacturer's recommendations.

8-01.3(4) Placing Compost Blanket

This section is revised to read:

Compost blanket shall be placed to a depth of 3 inches over bare soil. Compost blanket shall be placed prior to seeding or other planting. An organic tackifier shall be placed over the entire composted area when dry or windy conditions are present or expected before the final application of mulch or erosion control blanket. The tackifier shall be applied immediately after the application of compost to prevent compost from leaving the composted area.

Compost shall be Medium Compost.

8-01.3(5) Placing Plastic Covering

This section including title is revised to read:

Plastic Covering

Erosion Control - Plastic coverings used to temporarily cover stock piled materials, slopes or bare soils shall be installed and maintained in a way that prevents water from intruding under the plastic and prevents the plastic cover from blowing open in the

wind. Plastic coverings shall be placed with at least a 12-inch overlap of all seams and be a minimum of 6 mils thick.

Containment - Plastic coverings used to line concrete washout areas, contain wastewaters, or used in secondary containment to prevent spills, shall be seamless to prevent infiltration and be a minimum of 10 mils thick.

Vegetation Management - Plastic covering placed over areas that have been seeded shall be clear and where vegetative growth is to inhibited it shall be black and be a minimum of 4 mils thick.

8-01.3(6) Check Dams

This section is revised to read:

Check dams are used as an erosion and sediment control device in channels or conveyance areas. Check dams shall be installed as soon as construction will allow, or when designated by the Project Engineer. The Contractor may substitute a different check dam material, in lieu of what is specified in the contract, with approval of the Project Engineer. Check dam materials shall meet the requirements in Section 9-14.5(4). Straw bales shall not be used as check dams. The check dam is a temporary or permanent structure, built across a minor channel placed perpendicular to the flow of water. Water shall not flow freely through the check dam structure. Check dams shall be constructed in a manner that creates a ponding area upstream of the dam to allow pollutants to settle, with water from increased flows channeled over a spillway in the check dam. The check dam shall be constructed to prevent erosion in the area below the spillway. The outer edges shall extend up the sides of the conveyance to prevent water from going around the check dam. Check dams shall be of sufficient height to maximize detention, without causing water to leave the ditch.

Wattles, coir logs and compost sock used as check dams shall not be trenched in and shall be installed as shown in the Standard Plans.

When wattles, coir logs, and compost socks are used as check dams they shall be measured and paid as check dam in accordance with Section 8-01.4 and 8-01.5.

8-01.3(6)A Geotextile-Encased Check Dam

This sections content including title is deleted.

8-01.3(6)B Quarry Spall Check Dam

This sections content including title is deleted.

8-01.3(6)C Sandbag Check Dam

This sections content including title is deleted.

8-01.3(6)D Wattle Check Dam

This sections content including title is deleted.

8-01.3(6)E Coir Log

This section including title and section number is revised to read:

8-01.3(6)A Coir Log

Coir logs are used as erosion and sediment control or bank stabilizing device. Coir logs shall be laid out, spaced, staked and installed in accordance with the Standard Plans.

Live stakes in accordance with Section 9-14.6(1) can be used in addition to, but not as a replacement for, wooden stakes.

8-01.3(7) Stabilized Construction Entrance

The first paragraph is revised to read:

Temporary stabilized construction entrance shall be constructed in accordance with the Standard Plans, prior to beginning any clearing, grubbing, embankment or excavation. All quarry spall material used for stabilized construction entrance shall be free of extraneous materials that may cause or contribute to track out.

8-01.3(9)A Silt Fence

This section and all sub-sections including title is revised to read:

8-01.3(9)A Fencing

8-01.3(9)A1 High Visibility Fencing

High visibility fencing (HVF) shall be orange in color and installed along the site preservation lines shown in the Plans or as specified by the Engineer. Post spacing and attachment of the fencing material to the posts shall be as shown in the Standard Plans and in accordance with Section 9-14.5(8). The HVF shall not be fastened to trees.

8-01.3(9)A2 Silt Fence

Silt fence shall be black in color and used as a sediment control device to prevent sediment laden water from leaving project boundaries, to manage stormwater within the site, or to create small detention areas. Silt fence shall be installed at locations shown in the Plans. The geotextile shall be securely attached to the posts and support system. Post spacing and attachments shall be as shown in Standard Plans.

Geotextile material shall meet the requirements of Section 9-33.2(1), Table 6 and be sewn together at the point of manufacture, or at a location approved by the Engineer, to form geotextile lengths as required. All sewn seams and overlaps shall be located at a support post.

Posts shall be either wood or steel. Wood posts shall have minimum dimensions of 1¼ by 1¼ inches by the minimum length shown in the Plans.

When sediment deposits reach approximately ⅓ the height of the silt fence, the deposits shall be removed and stabilized in accordance with Section 8-01.3(15).

If trenching is not feasible due to rocky soils or not advisable due to proximity to a downslope sensitive area, a different sediment control device that does not require trenching shall be used in place of silt fence.

Silt Fence with Backup Support
Where backup support is needed for silt fence in areas where extra strength may be required, such as the toe of steep cut or fill slopes or areas where equipment may push excessive soils toward the fence. When backup support is used, wire shall have a maximum mesh spacing of 2 inches, and the plastic mesh shall be as resistant to ultraviolet radiation as the geotextile it supports. The strength of the wire or plastic mesh shall be equivalent to or greater than as required in Section 9-33.2(1), Table 6, for unsupported geotextile (i.e., 180 lbs. grab tensile strength in the machine direction). Post spacing and attachments shall be as shown in Standard Plans.

8-01.3(9)A3 High Visibility Silt Fence
High visibility silt fence (HVSF) shall be orange in color and only be used for the dual purpose of demarcating site preservation lines and a sediment control device in a location where high visibility mesh fence and black silt fence would otherwise be used together at same location. If use of HVSF is allowed the geotextile material shall meet the material requirements of Section 9-33.2(1), Table 6. Post spacing and attachments shall be as shown in Standard Plans.

High Visibility Silt Fence with Backup Support
Where backup support is needed for high visibility silt fence (HVSF) in areas where extra strength may be required, such as the toe of steep cut or fill slopes or areas where equipment may push excessive soils toward the sensitive or protected areas. When backup support is used, wire shall have a maximum mesh spacing of 2 inches, and the plastic mesh shall be as resistant to ultraviolet radiation as the geotextile it supports. The strength of the wire or plastic mesh shall be equivalent to or greater than as required in Section 9-33.2(1), Table 6, for unsupported geotextile (i.e., 180 lbs. grab tensile strength in the machine direction). Post spacing shall be as shown in Standard Plans.

When sediment deposits reach approximately 1/3 the height of the silt fence, or 8 inches whichever is lower, the deposits shall be removed and stabilized in accordance with Section 8-01.3(15).

8-01.3(9)B Gravel Filter, Wood Chip, or Compost Berm

The first paragraph is revised to read:

Filter berms shall retain sediment and direct flows. The gravel filter berm shall be a minimum of 1 foot in height and shall be maintained at this height for the entire time they are in use. Rock material used for filter berms shall meet the grading requirements in Section 9-03.9(2), but shall not include any recycled materials as outlined in Section 9-03.21.

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

Compost shall be Medium Compost.

8-01.3(9)C Straw Bale Barrier

This section including title is revised to read:

8-01.3(9)C Vacant

8-01.3(10) Wattles

This section is revised to read:

Wattles are used as a flow control and sediment control device. Wattles shall be installed as soon as construction will allow or when designated by the Engineer. Wattle installation and trenching shall begin from the base of the slope and work uphill prior to any topsoil or compost placement. Excavated material from trenching shall be spread evenly along the uphill slope and be compacted using hand tamping or other method approved by the Engineer. On gradually sloped or clay-type soils trenches shall be 2 to 3 inches deep. On loose soils, in high rainfall areas, or on steep slopes, trenches shall be 3 to 5 inches deep, or half the thickness of the wattle, whichever is greater.

Wattles shall be laid out, spaced and staked in accordance with the Standard Plans. Live stakes in accordance with Section 9-14.6(1) can be used in addition to, but not as a replacement for, wooden stakes. If trenching and staking is not possible due to rocky soils, compost socks shall be used instead of wattles.

The Contractor shall exercise care when installing wattles to ensure the method of installation minimizes disturbance and prevents sediment or pollutant discharge into water bodies.

8-01.3(11) Vacant

This section including title is revised to read:

8-01.3(11) Outlet Protection

Outlet protection shall prevent scour at the outlets of ponds, pipes, ditches or other conveyances. All quarry spall material used for outlet protection shall be free of extraneous material and meet the gradation requirements in Section 9-13.6.

8-01.3(12) Compost Socks

This section is revised to read:

Compost socks are used as a flow control and sediment control device. Compost socks shall be installed as soon as construction will allow or when designated by the Project Engineer. Compost socks shall be installed prior to any mulching or compost placement. Compost socks shall be laced together end-to-end with coir rope or ends shall be securely overlapped to create a continuous length. Terminal ends of the continuous length shall be curved 2 to 4 feet upward into the slope to prevent concentrated flows from going around the terminal ends. Finished grades shall be of a natural appearance with smooth transitions. Compost for compost socks shall be Medium Compost.

Compost sock shall be laid out, spaced and staked in accordance with the Standard Plans. Live stakes in accordance with Section 9-14.6(1) can be used in addition to, but not as a replacement for, wooden stakes. If staking is not possible or if the compost sock is being used on concrete, heavy blocks or an equivalent item shall be used to weigh down and secure the sock. Compost socks shall be laid out, spaced and staked in accordance with the Standard Plans.

The Contractor shall exercise care when installing compost socks to ensure that the method of installation minimizes disturbance of waterways and prevents sediment or pollutant discharge into water bodies. Stakes shall be removed to minimize soil disturbance.

8-01.3(13) Temporary Curb

This section is revised to read:

Temporary curbs shall divert or redirect water around erodible soils.

Temporary curbs shall be installed along pavement edges to prevent runoff from flowing onto erodible slopes. Water shall be directed to areas where erosion can be controlled. The temporary curbs shall be a minimum of 4 inches in height. Ponding shall not be in roadways.

8-01.3(16) Removal

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

When the Project Engineer determines that an erosion control BMP is no longer required, the Contractor shall remove the BMP and all associated hardware from the project limits.

The first and second sentences in the second paragraph are revised to read:

The Contractor shall remove BMPs and associated hardware in a way that minimizes soil disturbance. The Contractor shall permanently stabilize all bare and disturbed soil after removal of BMP's.

8-01.4 Measurement

The third paragraph is revised to read:

Check dams will be measured per linear foot one time only along the completed check dam. No additional measurement will be made for check dams that are required to be rehabilitated or replaced due to wear.

The ninth paragraph is deleted.

The twelfth paragraph (after the preceding amendment is applied) is revised to read:

Seeding, fertilizing, liming, mulching, mowing, and tackifier will be measured by the acre by ground slope measurement or through the use of design data

The fifteenth paragraph (after the preceding amendment is applied) is revised to read:

Fencing will be measured by the linear foot along the ground line of the completed fence.

This section is supplemented with the following:

Outlet Protection will be measured per each initial installation at an outlet location.

8-01.5 Payment

The paragraph following the bid item, ~~"P~~lastic Covering", per square yard is revised to read:

> The unit Contract price per square yard for ~~"P~~lastic Covering" shall be full payment to perform the Work as specified in Section 8-01.3(5) and as shown in the Plans, including removal and disposal at an approved disposal site.

The bid item ~~"S~~traw Bale", per each is deleted.

The bid item ~~"~~Erosion Control Blanket", per square yard is deleted.

The bid item ~~"S~~oil Binder or Tacking Agent", per acre is deleted.

This section is supplemented with the following:

> ~~"O~~utlet Protection", per each.
> The unit Contract price per each for ~~"O~~utlet Protection" shall be full payment for all costs incurred to complete the Work.
>
> ~~"T~~ackifier", per acre.
> The unit Contract price per acre for ~~"T~~ackifier" shall be full payment for all costs incurred to complete the Work.
>
> ~~"B~~iodegradable Erosion Control Blanket", per square yard.
> The unit Contract price per square yard for ~~"B~~iodegradable Erosion Control Blanket" shall be full pay for all costs to complete the specified Work.
>
> ~~"H~~igh Visibility Silt Fence", per linear foot.

Section 8-02, Roadside Restoration
August 5, 2013

In this section, ~~"ps~~iPE" is revised to read ~~"P~~SIPE".

8-02.3(2) Roadside Work Plan

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

> The Roadside Work Plan shall also include a copy of the approved progress schedule.

The sub paragraph titled **"Progress Schedule"** is deleted.

8-02.3(4)C Topsoil Type C

In this section, ~~"9~~-14.1(2)" is revised to read ~~"9~~-14.1(3)".

8-02.3(8) Planting

Item number 1 in the second paragraph is revised to read:

1. Non-Irrigated Plant Material
   West of the summit of the Cascade Range - October 1 to March 1.
   East of the summit of the Cascade Range - October 1 to November 15.

8-02.4 Measurement

The first sentence is revised to read:

Topsoil, mulch and soil amendments will be measured by the acre along the grade and slope of the area covered immediately after application.

The seventh sentence is revised to read:

Compost will be measured by the acre along the grade and slope of the area covered immediately after application.

8-02.5 Payment

The bid item ~~"T~~opsoil Type _____", per cubic yard and following paragraph are revised to read:

~~"T~~opsoil Type ____", per acre.

The unit contract price per acre for ~~"T~~opsoil Type ____" shall be full pay for providing the source of material for topsoil Type A and C, for pre-excavation weed control, excavating, loading, hauling, intermediate windrowing, stockpiling, weed control on stockpiles or windrows, and removal, placing, spreading, processing, cultivating, and compacting topsoil Type A, Type B, and Type C.

The bid item ~~"F~~ine Compost", per cubic yard is revised to read:

~~"F~~ine Compost", per acre.

The bid item ~~"M~~edium Compost", per cubic yard is revised to read:

~~"M~~edium Compost", per acre.

The bid item ~~"C~~oarse Compost", per cubic yard and following paragraph are revised to read:

~~"C~~oarse Compost", per acre.

The unit Contract price per cubic yard for ~~"F~~ine Compost", Medium Compost" or ~~"C~~oarse Compost" shall be full pay for furnishing and spreading the compost onto the existing soil.

The bid item ~~"S~~oil Amendment", per cubic yard and following paragraph are revised to read:

~~"S~~oil Amendment", per acre.

The unit Contract price per acre for ~~"S~~oil Amendment" shall be full pay for furnishing and spreading the mulch onto the existing soil.

The bid item ~~"B~~ark or Wood Chip Mulch", per cubic yard and following paragraph are revised to read:

~~"B~~ark or Wood Chip Mulch", per acre.

The unit Contract price per acre for ~~"B~~ark or Wood Chip Mulch" shall be full pay for furnishing and spreading the mulch onto the existing soil.

Section 8-03, Irrigation Systems
April 2, 2012

8-03.3(7) Flushing and Testing
The fifth paragraph is deleted.

Section 8-04, Curbs, Gutters, and Spillways
April 2, 2012

8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways
This section is supplemented with the following new sub-section:

8-04.3(1)B Roundabout Cement Concrete Curb and Gutter
Roundabout cement concrete curb and gutter and roundabout splitter island nosing curb shall be shaped and finished to match the shape of the adjoining curb as shown in the Plans. All other requirements for cement concrete curb and cement concrete curb and gutter shall apply to roundabout cement concrete curb and gutter.

8-04.4 Measurement
This section is supplemented with the following:

Roundabout splitter island nosing curb will be measured per each.

8-04.5 Payment
The bid item, ~~"R~~oundabout Truck Apron Cement Concrete Curb", per linear foot is deleted.

This section is supplemented with the following:

~~"R~~oundabout Cement Concrete Curb and Gutter", per linear foot

The unit Contract price per linear foot for ~~"R~~oundabout Cement Concrete Curb and Gutter" shall be full payment for all costs for the Work including transitioning the roundabout cement concrete curb and gutter to the adjoining curb shape.

~~"R~~oundabout Splitter Island Nosing Curb", per each.

The unit Contract price per each for ~~"R~~oundabout Splitter Island Nosing Curb" shall be full payment for all costs for the Work including transitioning the roundabout splitter island nosing curb to the adjoining curb shape.

Section 8-07, Precast Traffic Curb and Block Traffic Curb
January 7, 2013

This section's title is revised to read:

8-07 Precast Traffic Curb

8-07.1 Description
This section is revised to read:

This Work consists of furnishing and installing precast traffic sloped mountable curb or dual faced sloped mountable curb of the design and type specified in the Plans in accordance with these Specifications and the Standard Plans in the locations indicated in the Plans or as staked by the Engineer.

8-07.2 Materials
The material reference ~~"B~~lock Traffic Curb 9-18.3" is deleted from this section.

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

Paint 9-34.2

8-07.3(1) Installing Curbs
The fifth and seventh paragraphs are deleted from this section.

8-07.4 Measurement
The first paragraph is deleted from this section.

8-07.5 Payment
The following bid items are deleted from this section:

~~"T~~ype A Precast Traffic Curb", per linear foot.
~~"T~~ype C Precast Traffic Curb", per linear foot.
~~"T~~ype A Block Traffic Curb", per linear foot.
~~"T~~ype C Block Traffic Curb", per linear foot.

Section 8-11, Guardrail
August 5, 2013

8-11.2 Materials
The following material reference is deleted from this section:

Weathering Steel Beam Guardrail 9-16.8

8-11.3(1)B Erection of Rail
The last sentence in the first paragraph is revised to read:

All holes shall be painted with two coats of paint conforming to Section 9-08.1(2)B.

The fourth paragraph is revised to read:

Galvanized steel rail plates shall be fastened to the posts with galvanized bolts, washers, and nuts of the size and kind shown in the Plans.

The last paragraph is deleted.

8-11.3(1)D Removing Guardrail and Guardrail Anchor

The first two sentences in the first paragraph are revised to read:

Removal of the various types of guardrail shall include removal of the rail, cable elements, hardware, and posts, including transition sections, expansion sections, terminal sections and the rail element of anchor assemblies. Removal of the various types of guardrail anchors shall include removal of the anchor assembly, including concrete bases, rebar, steel tubes, and any other appurtenances in the anchor assembly.

8-11.4 Measurement

The seventh paragraph is revised to read:

Measurement of removal of guardrail will be by the linear foot measured along the line of guardrail removed including transition sections, expansion sections, guardrail anchor rail elements and terminal sections.

8-11.5 Payment

The bid item ~~"W~~Weathering St. Beam Guardrail Type ____", per linear foot is deleted.

The second paragraph is revised to read:

The unit Contract price per linear foot for ~~"B~~Beam Guardrail Type____", ~~"B~~Beam Guardrail Type 1-____ Ft. Long Post", and ~~"B~~Beam Guardrail Type 31-____ Ft. Long Post", shall be full payment for all costs to obtain and provide materials and perform the Work as described in Sections 8-11.3(1)A and 8-11.3(1)B, including costs for additional rail elements when nested rail is required, and when connections to concrete masonry Structures are required.

The paragraph following the bid item ~~"R~~Removing Guardrail Anchor", per each is revised to read:

The unit Contract price per each for ~~"R~~Removing Guardrail Anchor" shall be full payment for all costs to perform the Work as described in Section 8-11.3(1)D, including rail removal, if there isn't a Bid Item for Removing Guardrail in the run of guardrail connecting to the anchor.

Section 8-12, Chain Link Fence and Wire Fence
April 2, 2012

In this Section ~~"E~~Engineer" is revised to read ~~"P~~Project Engineer".

8-12.2 Materials

This section is supplemented with the following:

Paint 9-08.1(2)B

8-12.3(1)A Posts

The words ~~for~~ Type 3 and Type 4 fences" and ~~on~~ Type 3 and Type 4 fences" are deleted from this section.

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

After the post is set and plumbed, the hole shall be filled with Grout Type 4.

The third sentence in the sixth paragraph is replaced with the following two sentences:

After the post is set and plumbed, the hole in the portion of the post in solid rock shall be filled with Grout Type 4. The grout shall be thoroughly worked into the hole so as to leave no voids.

The seventh paragraph is deleted.

The ninth paragraph is revised to read:

Steep slopes or abrupt topography may require changes in various elements of the fence. It shall be the responsibility of the Contractor to provide all posts of sufficient length to accommodate the chain link fabric.

The tenth paragraph is revised to read:

All round posts shall have approved top caps fastened securely to the posts. The base of the top cap fitting for round posts shall feature an apron around the outside of the posts.

8-12.3(1)B Top Rail

This section's content including title is deleted and replaced with:

8-12.3(1)B Vacant

8-12.3(1)C Tension Wire and Tension Cable

This section's content including title is revised to read:

8-12.3(1)C Tension Wire

Tension Wires shall be attached to the posts as detailed in the Plans or as approved by the Engineer.

8-12.3(1)D Chain Link Fabric

The first three paragraphs are revised to read:

Chain link fabric shall be attached after the cables and wires have been properly tensioned.

Chain link fabric shall be placed on the face of the post away from the Highway, except on horizontal curves where it shall be placed on the face on the outside of the curve unless otherwise directed by the Project Engineer.

Chain link fabric shall be placed approximately 1-inch above the ground and on a straight grade between posts by excavating high points of ground. Filling of depressions will be permitted only upon approval of the Project Engineer.

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

The top and bottom edge of the fabric shall be fastened with hog rings to the top and bottom tension wires as may be applicable, spaced at 24-inch intervals.

8-12.3(1)E Chain Link Gates

The third paragraph is deleted.

8-12.3(2)A Posts

In the second paragraph, ~~c~~ommercial" is deleted.

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

After the post is set and plumbed, the hole shall be filled with Grout Type 4.

The fourth sentence in the sixth paragraph is replaced with the following two sentences:

After the post is set and plumbed, the hole in the portion of the post in solid rock shall be filled with Grout Type 4. The grout shall be thoroughly worked into the hole so as to leave no voids.

The tenth paragraph is revised to read:

Where the new fence joins an existing fence, the 2 shall be attached in a manner satisfactory to the Project Engineer, and end or corner posts shall be set as necessary.

The eleventh paragraph is deleted.

8-12.5 Payment

The paragraph following the item ~~C~~hain Link Fence Type ____", per linear foot is revised to read:

The unit Contract price per linear foot for ~~C~~hain Link Fence Type ___" shall be full payment for all costs for the specified Work including brace post installation and all other requirements of Section 8-12 for Chain Link Fence, unless covered in a separate Bid Item in this Section.

The following paragraph is inserted after the item ~~E~~nd, Gate, Corner, and Pull Post for Chain Link Fence", per each:

The unit Contract price per each for ~~E~~nd, Gate, Corner, and Pull Post for Chain Link Fence" shall be full payment for all costs for the specified Work.

The following paragraph is inserted after the item ~~S~~ingle 6 Ft. Chain Link Gate", per each:

The unit Contract price per each for ~~"D~~Double 14 Ft. Chain Link Gate", ~~"D~~Double 20 Ft. Chain Link Gate", and ~~"S~~Single 6 Ft. Chain Link Gate", shall be full payment for all costs for the specified Work.

The paragraph following the item ~~"W~~Wire Fence Type ____", per linear foot is revised to read

The unit Contract price per each for ~~"W~~Wire Fence Type ____" shall be full payment for all costs for the specified Work including payment for clearing of the fence line.

The following paragraph is inserted after the item ~~"D~~Double Wire Gate 20 Ft. Wide", per each:

The unit contract price per each for ~~"S~~Single Wire Gate 14 Ft. Wide" and ~~"D~~Double Wire Gate 20 Ft. Wide" shall be full payment for all costs for the specified Work.

The paragraph following the item ~~"A~~Access Control Gate", per each is revised to read:

The unit contract price per each for ~~"A~~Access Control Gate" shall be full payment for all costs to perform the specified Work.

Section 8-15, Riprap
April 2, 2012

8-15.1 Description
The second paragraph is revised to read:

Riprap will be classified as heavy loose riprap, light loose riprap, and hand placed riprap.

Section 8-20, Illumination, Traffic Signal Systems, And Electrical
August 5, 2013

8-20.3(4) Foundations
The first paragraph is revised to read:

Foundation concrete shall conform to the requirements for the specified class, be cast-in-place concrete and be constructed in accordance with Sections 6-02.2 and 6-02.3. Concrete for Type II, III, IV, V, and CCTV signal standards and light standard foundations shall be Class 4000P. Concrete for pedestals and cabinets, Type PPB, PS, I, FB, and RM signal standards and other foundations shall be Class 3000. Concrete placed into an excavation where water is present shall be placed using an approved tremie. If water is not present, the concrete shall be placed such that the free-fall is vertical down the center of the shaft without hitting the sides, the steel reinforcing bars, or the steel reinforcing bar cage bracing. The Section 6-02.3(6) restriction for 5-feet maximum free-fall shall not apply to placement of Class 4000P concrete into a shaft. Steel reinforcing bars for foundations shall conform to Section 9-07.

8-20.3(5) Conduit
This sections content is deleted and replaced with the following new sub-sections:

8-20.3(5)A General

The ends of all conduit, metallic and nonmetallic, shall be reamed to remove burrs and rough edges. Field cuts shall be made square and true. The ends of unused conduits shall be capped. When conduit caps are removed, the threaded ends of metal conduit shall be provided with approved conduit bushings and non-metal conduit shall be provided with end bells.

Reducing couplings will not be permitted.

Existing conduit in place scheduled for installation of new conductor(s) shall first have any existing conductor(s) removed and a cleaning mandrel shall be pulled through. The existing conduit shall then be prepared subject to the same requirements outlined in this paragraph, for new conduit and innerduct, unless otherwise indicated in the plans. All new conduit and all innerduct shall be blown clean with compressed air. Then in the presence of the Engineer, an 80 percent sizing mandrel, correctly sized for the raceway, shall be pulled through to ensure that the raceway has not been deformed. This shall be done prior to pulling wire or fiber optic cable and after final assembly is in place. Existing conductor(s) shall be reinstalled unless otherwise indicated in the Plans.

As soon as the sizing mandrel has been pulled through innerduct, a 200-lb minimum tensile strength pull string shall be installed and attached to duct plugs at both ends. When conduit is installed for future use, as soon as the bushing or end bell has been installed and the sizing mandrel has been pulled through, the ground wire shall be installed and both ends shall be capped.

8-20.3(5)A1 Fiber Optic Conduit

Where conduit to contain fiber optic cable or conduit identified to contain future fiber optic cable is installed by open trenching, Detectable Underground Warning Tape shall be placed 12-inches above the conduit unless otherwise detailed in the Plans. Detectable Underground Warning Tape shall extend 2-feet into boxes or vaults. Splicing of the tape shall be in accordance with tape manufacturer's recommended materials and procedures.

Location Wire shall be installed with all nonmetallic conduit that contains fiber optic cable and all conduits identified to contain future fiber optic cable. When open trenching is used, the location wire shall be placed in continuous lengths directly above the conduit. Where conduit is installed by other methods, the Location Wire shall be attached to the outside of the conduit with electrical tape placed at minimum 18-inch intervals. Location Wire shall extend 12-feet into boxes or vaults. Splices shall be crimped using a non-insulated butt splice, soldered and covered with moisture-blocking heat shrink.

8-20.3(5)A2 ITS and Cabinet Outer and Inner Duct Conduit

ITS conduit and both ends of conduit runs entering cabinets, with the exception of the ½ inch grounding conduit, shall be sealed with self expanding water proof foam or mechanical plugs; unless otherwise required. At other locations conduit shall be sealed with Duct Seal.

Outer-duct conduit with non factory assembled innerduct shall be sealed around the innerduct with self-expanding waterproof foam. Outer-duct conduit with factory assembled innerduct shall be sealed around the innerduct with a multiplex expansion

plug. Innerduct containing one cable shall be plugged using an expandable split plug. Innerduct with multiple cables shall be sealed with self-expanding waterproof foam. Duct plugs shall be installed in all unused inner-ducts (those that are specified as empty) at the time of conduit installation. Duct plugs shall be installed in all used inner-ducts (as specified in the Plans), at the time of conduit installation, unless cable pulling for those inner-ducts will commence within 48-hours. Installation shall conform to the manufacturer's recommendations.

Foam sealant shall be installed with the following additional requirements:

1. Penetration of the sealant into the conduit or duct shall be limited using a high temperature backer rod material or rag.
2. Penetration of the sealant into the conduit shall be limited to 1-inch.
3. The foam sealant shall not project outside the end of the conduit or duct.

Where open trenching is allowed and conduit with innerduct is installed, a maximum of 1000-feet of continuous open trench will be allowed unless otherwise approved by the Engineer.

8-20.3(5)B Conduit Type

Conduit shall be PVC, high density polyethylene (HDPE), rigid metal conduit (RMC) or liquid tight flexible metal depending on the application.

Rigid metal conduit (RMC) shall be installed at the following locations:

1. Within railroad right of way.

2. All pole risers, except when otherwise required by owning utilities.

3. All surface-mounted conduit, with the exception of electrical service utility poles.

4. All runs within slip form placed concrete.

Service lateral runs shall be Schedule 80 PVC except when otherwise required by owning utilities. Conduit installed using the plowing method, shall be schedule 80 high-density polyethylene (HDPE).

Conduit runs, including outer-duct, that enter the traveled way or shoulders, shall be Schedule 80 high-density polyethylene (HDPE), Schedule 80 PVC, or rigid metal conduit (RMC).

Conduit runs, including outer-duct, which do not enter the traveled way or shoulders, shall be Schedule 80 high-density polyethylene (HDPE), Schedule 40 PVC or rigid metal conduit (RMC).

Liquid tight flexible metal conduit is allowed only at locations called for in the Plans.

Except as described under Non-Metallic Conduit, unless otherwise indicated in the Plans or Standard Plans, the same type of conduit shall be used for the entire length of the run, from outlet to outlet.

Innerduct shall have a smooth wall non ribbed interior surface, with factory pre-lubricated coating.

Innerduct within the Traveled Way or Shoulders and innerduct which is not factory installed shall be schedule 40 high-density polyethylene (HDPE). The innerduct shall be continuous with no splices. Innerduct which is pulled into the outer duct in the field shall be installed with an extra 2 feet of conduit beyond each end of the outer-duct and shall be allowed to finish contracting for 21 calendar days before it is terminated. Innerduct shall be terminated with end bells flush to ¼ inch out of the outer-duct and the space between the outer-duct and innerduct shall be sealed with rodent and moisture resistant foam designed for this application and installed in accordance with the manufacturer's recommendations.

8-20.3(5)B1 Rigid Metal Conduit

Slip joints or running threads will not be permitted for coupling metallic conduit; however, running threads will be permitted in traffic signal head spiders and rigid metal conduit (RMC) outer-duct. When installing rigid metal conduit (RMC), if a standard coupling cannot be used, an approved three-piece coupling shall be used. Conduit bodies, fittings and couplings for rigid metal conduit (RMC) shall be cleaned first and then painted with one coat of paint conforming to Section 9-08.1(2)B. The paint shall have a minimum wet film thickness of 3-mils. The painted coating shall cover the entire coupling or fitting. The threads on all metal conduit shall be rust-free, clean, and painted with colloidal copper suspended in a petroleum vehicle before couplings are made. All metallic couplings shall be tightened so that a good electrical connection will be made throughout the entire length of the conduit run. If the conduit has been moved after assembly, it shall be given a final tightening from the ends prior to backfilling.

Rigid metal conduit (RMC) ends shall be terminated with grounded end bushings. Rigid metal conduit (RMC) entering cable vaults or pull boxes shall extend 2-inches beyond the inside wall face. (for the installation of grounded end bushing and bonding.)
Rigid metal conduit (RMC) entering concrete shall be wrapped in 2-inch-wide pipe wrap tape with a minimum 1-inch overlap for 12-inches on each side of the concrete face. Pipe wrap tape shall be installed in accordance with the manufacturer's recommendations.

Rigid metal conduit (RMC) bends shall have a radius consistent with the requirements of Code Article 344.24 and other articles of the Code. Where factory bends are not used, conduit shall be bent, using an approved conduit bending tool employing correctly sized dies, without crimping or flattening, using the longest radius practicable.

Where the coating on galvanized conduit has been damaged in handling or installing, such damaged areas shall be thoroughly painted with paint conforming to Section 9-08.1(2)B.

Metal conduit ends shall be threaded and protected with a snug fitting plastic cap that covers the threads until wiring is started.

8-20.3(5)B2 Non-Metallic Conduit

Where non-metallic conduit is installed, care shall be used in excavating, installing, and backfilling, so that no rocks, wood, or other foreign material will be left in a position to cause possible damage.

PVC conduit ends shall be terminated with end bell bushings. PVC or HDPE conduit entering cable vaults and pull boxes shall terminate with the end bell flush with the inside walls of the Structure.

Non-metallic conduit bends, where allowed, shall conform to Article 352.24 of the Code. Eighteen-inch radius elbows shall be used for PVC conduit of 2-inch nominal diameter or less. Standard sweep elbows shall be used for PVC conduit with greater than 2-inch nominal diameter unless otherwise specified in the Plans. In nonmetallic conduit less than 2-inch nominal diameter, pull ropes or flat tapes for wire installation shall be not less than ¼-inch diameter or width. In nonmetallic conduit of 2-inch nominal diameter or larger, pull ropes or flat tapes for wire installation shall be not less than ½-inch diameter or width. When HDPE conduit is used for directional boring, it shall be continuous, with no joints, for the full length of the bore. The conduit run shall be extended to the associated outlets with the same schedule HDPE or PVC conduit. Entry into associated junction box outlets shall be with the same schedule PVC conduit and elbows. The same requirements apply for extension of an existing HDPE conduit crossing.

PVC conduit and elbows shall be connected to HDPE conduit with an approved mechanical coupling. The connection shall have minimum pullout strength of 700-pounds. Prior to installation of a mechanical coupling, the HDPE conduit shall first be prepared with a clean, straight edge. A water-based pulling lubricant may be applied to the threaded end of the mechanical coupling before installation. Solvent cement or epoxy shall not be used on the threaded joint when connecting the HDPE conduit to the mechanical coupling. The mechanical coupling shall be rotated until the HDPE conduit seats approximately ¾ of the distance into the threaded coupling depth.

For PVC installation through a directional bore, the PVC shall be in rigid sections assembled to form a watertight bell and spigot-type mechanical joint with a solid retaining ring around the entire circumference of the conduit installed in accordance with the manufacturer's recommendations. The conduit run shall be extended beyond the length of the bore, to the associated outlets with the same mechanical coupled PVC or with standard PVC conduit of the same schedule. The same requirements apply for extension of an existing PVC conduit Roadway crossing.

PVC conduit shall be assembled using the solvent cement specified in Section 9-29.1.

Conduit ends shall be protected with a snug fitting plastic cap until wiring is started.

Conduit caps, end bells and the section of PVC between the coupling and end bell bushing in cabinet foundations shall be installed without glue.

8-20.3(5)C Conduit Size

The size of conduit used shall be as shown in the Plans. Conduits smaller than 1-inch electrical trade size shall not be used unless otherwise specified, except that grounding conductors at service points may be enclosed in ½-inch-diameter conduit.

Conduit between light standards, PPB, PS, or Type 1 poles and the nearest junction box shall be the diameter specified in the Plans. Larger size conduit is not allowed at these locations. At other locations it shall be the option of the Contractor, at no expense to the Contracting Agency, to use larger size conduit if desired, provided that junction box or vault capacity is not exceeded. Where larger size conduit is used, it shall be for the entire length of the run from outlet to outlet.

Conduit runs with innerduct, shall have 4-inch outer-duct and shall be installed with four 1-inch innerduct unless otherwise indicated in the plans.

8-20.3(5)D Conduit Placement

Conduit shall be laid so that the top of the conduit is a minimum depth of:

1. 24-inches below the bottom of curb in the sidewalk area.

2. 24-inches below the top of the roadway base.

3. 48-inches below the bottom of ties under railroad tracks unless otherwise specified by the railroad company.

4. 36-inches below finish grade when installed using conduit plowing method.

5. 24-inches below the finish grade in all other areas.

Conduit entering through the bottom of a junction box shall be located near the end walls to leave the major portion of the box clear. At all outlets, conduit shall enter from the direction of the run, terminating 6 to 8-inches below the junction box lid and within 3-inches of the box wall nearest its entry location.

Conduit runs shown in the Plans are for Bidding purposes only and may be relocated with approval of the Engineer, to avoid obstructions.

8-20.3(5)D1 Surface Mounting

Where surface mounting of conduit is required, supports shall consist of channel with clamps sized for the conduit. Support spacing shall comply with the Code, with the exception that spacing of channel supports for conduit shall not exceed 5-feet.

The minimum distance between adjacent clamps and between the clamp and the end of the channel supports shall be 1-inch. Channel supports shall be installed with stops, to prevent clamps from sliding out of the ends.

8-20.3(5)D2 Structures

All conduits attached to or routed within bridges, retaining walls, and other structures shall be equipped with approved expansion, deflection, and/or combination expansion/deflection fittings at all expansion joints and at all other joints where structure movement is anticipated, including locations where the Contractor, due to construction method, installs expansion and/or construction joints with movement. All conduit fittings shall have movement capacity appropriate for the anticipated movement of the Structure at the joint.

Approved deflection fittings shall also be installed at the joint between the bridge end and the retaining wall end, and the transition from bridge, wall, or other structure to the underground section of conduit pipe.

8-20.3(5)E Method of Conduit Installation

Conduit shall be placed under existing pavement by approved directional boring, jacking, or drilling methods at locations approved by the Engineer. The pavement shall not be disturbed unless allowed in the Plans or with the approval of the Engineer in the event obstructions or impenetrable soils are encountered. High density polyethylene (HDPE) conduit runs, which enter the traveled way or shoulders, shall be installed using the directional boring method.

8-20.3(5)E1 Open Trenching

When open trenching is allowed, trench construction shall conform to the following:

1. The pavement shall be saw-cut a minimum of 3-inches deep. The cuts shall be parallel to each other and extend 2-feet beyond the edge of the trench.

2. Pavement shall be removed in an approved manner.

3. Trench depth shall provide a minimum cover for conduit of 24-inches below the top of the roadway base

4. Trench width shall be 8-inches or the conduit diameter plus 2-inches, whichever is larger.

5. Trenches located within paved Roadway areas shall be backfilled with Controlled density fill (CDF) meeting the requirements of Section 2-09.3(1)E. The controlled density fill shall be placed level to, and at the bottom of, the existing pavement. The pavement shall be replaced with paving material that matches the existing pavement.

6. On new construction, conduit shall be placed prior to placement of base course pavement.

8-20.3(5)E2 Conduit Plowing

All conduit plowing shall be supervised by a licensed electrical Contractor.
The starting point shall be anchored or held such that conduit movement at the start of the plowing operation is kept to a minimum. The conduit reel shall be mounted on the vehicle such that conduit movement is kept to a minimum once it is in the ground. Use of a stationary reel is not allowed. The feed shoe shall have rollers which conform to the conduit at a radius of not less than 15 times the diameter of the conduit. The conduit will not be permitted to pass over stationary guides nor over rollers or sheaves, which will permit a bend radius of less than 15 times conduit diameter. The width of the tooth and feed shoe shall not exceed the conduit diameter by more than 2-inches
The conduit shall be installed using a continuous reel, with no joints, for the full length of the conduit run, unless conduit splicing is allowed as indicated below.

If an obstruction is encountered that cannot be plowed through, the following remedies shall be attempted in order:

1. Contractor shall stop the plowing operation and attempt to remove the obstruction. If the obstruction is removed, plowing operations shall continue along the approved path.

2. Deviations of up to one foot from the projected path may be authorized by the Engineer, provided the new route does not result in total conduit run bends exceeding NEC requirements. Deviations in excess of one foot from the projected path are not allowed and the maximum taper rate is 1-inch per linear foot of conduit.

3. The Contractor may request approval to intercept the installed conduit and route another section of HDPE to avoid the obstruction, provided the new route does not result in total conduit run bends exceeding NEC requirements. Connection between the sections shall be accomplished using an approved fusion splicing method, which is compatible with the conduit manufacturer's recommendations.

4. Where none of the above remedies are successful, all conduit installed so far in that run shall be removed and a new plow path established to avoid the obstruction.

In the event of a breakage, all conduit installed in that run shall be removed.

The conduit run shall be extended to the associated outlets, subject to the same requirements indicated when HDPE is installed using the directional boring method.

The depth of installation shall be continually adjusted as necessary to compensate for changes in terrain.

Plowed conduit shall be laid so that the top of the conduit is a minimum depth of 36-inches below the finish grade with the exception that the conduit shall be swept up to enter the knock outs of associated pull boxes or cable vaults.

The plow placing the conduit shall be marked at a proper distance above the plow's conduit exit point to indicate when the minimum installation depth is not met. The mark shall be visible from a safe distance from the plowing operation when it is exposed above ground. While plowing this mark must remain below ground level at all times, with the exception of the entry and exit points at the end of the run, in order to ensure that minimum burial depth of the conduit is achieved.

If the depth mark on the plow comes above ground, the Contractor shall stop the plowing operation and attempt to correct the placement depth. If the conduit depth can be verified to meet the minimum burial requirements at the location where the depth mark came above ground, the plowing operation shall resume subject to the Engineers approval.

The compacted surface shall be firm, non-yielding, and result in a finished surface that matches the lines and grades of the terrain prior to plowing.

8-20.3(5)E3 Boring

Bore pits shall be backfilled and compacted in accordance with Section 2-09.3(1)E. Directional boring, jacking or drilling pits shall be a minimum of 2-feet from the edge of any type of pavement, unless otherwise approved by the engineer. Excessive use of water that might undermine the pavement or soften the Subgrade will not be permitted.

When approved by the Engineer, small test holes may be cut in the pavement to locate obstructions. When the Contractor encounters obstructions or is unable to install conduit because of soil conditions, as determined by the Engineer, additional Work to place the conduit will be paid in accordance with Section 1-04.4.

8-20.3(5)E4 Directional Boring

Directional boring for electrical installations shall be supervised by a licensed electrical contractor in accordance with Section 8-20.1(1). Where directional boring is called for, conduit shall be installed using a surface-launched, steerable drilling tool. Drilling shall be accomplished using a high-pressure fluid jet tool-head. The drilling fluid shall be used to maintain the stability of the tunnel, reduce drag on the conduit, and provide backfill between the conduit and tunnel. A guidance system that measures the depth, lateral position, and roll shall be used to guide the tool-head when creating the pilot hole. Once the pilot hole is established, a reamer and swivel shall be used to install the conduit. Reaming diameter shall not exceed 1.5 times the diameter of the conduits being installed. Conduit that is being pulled into the boring shall be installed in such a manner that the conduit is not damaged during installation. The pullback force on the conduit shall be controlled to prevent damage to the conduit. A vacuum spoils extraction system shall be used to remove any excess spoils generated during the installation. Excess drilling fluid and spoils shall be disposed of. The method and location used for disposal of excess drilling fluid and spoils shall be subject to the Engineer's approval. Drilling fluid returns (caused by fracturing of formations) at locations other than the entry and exit points shall be minimized. Any drilling fluid that surfaces through fracturing shall be cleaned up immediately. Mobile spoils-removal equipment capable of quickly removing spoils from entry or exit pits and areas with returns caused by fracturing shall be used as necessary during drilling operations.

8-20.3(5)E5 Boring with Casing

Where boring with casing is called for, the casing shall be placed using an auger inside the casing to remove the soil as the casing is jacked forward. The auger head shall proceed no more than 4-inches ahead of the pipe being jacked. Boring operations shall be conducted to prevent caving ahead of the pipe. Installed casing pipe shall be free from grease, dirt, rust, moisture, and any other deleterious contaminants.

The space between the conduit and casing shall be plugged with sandbags and a grout seal 12-inches thick at each end of the casing. Casing abandoned due to an encountered obstruction shall be grout sealed in the same manner. Grout shall conform to Section 9-20.3(4).

In lieu of sandbags and grout, unopened prepackaged concrete and grout may be used to seal the casing.

Material shall not be removed from the boring pit by washing or sluicing.
All joints shall be welded by a Washington State certified welder. Welding shall conform to AWS D 1.1-80 Structural Welding Code, Section 3, Workmanship.

8-20.3(8) Wiring

The fifteenth through seventeenth paragraphs are revised to read:

When conductors, either cable or single, are being installed, the Contractor shall not exceed the tension limitations recommended by the manufacturer. Conductors may be pulled directly by hand, or with mechanical assistance. If conductors are pulled by any mechanical means, a dynamometer with drop-needle hand shall be used on every mechanically assisted pull.

On mechanically assisted pulls, insulation shall be stripped off the individual conductor and the conductor formed into a pulling eye and firmly attached to the pulling rope/tape, or a cable grip shall be used. The Contractor shall determine the maximum allowable pulling tension, taking into account the direction of the pull, type of raceway, cable geometry, weight of the cable, the coefficient of friction, and side wall pressure, using the information from the cable manufacturer. If there are bends in the raceway or sheaves are used for the cable pull, the Contractor shall use the cable manufacture's side wall pressure limits to determine the maximum pulling tension. The maximum pulling force applied directly to the conductor when pulling eyes are used or when the conductor is formed into a loop, shall be limited to that shown in the following table for copper conductor. When a cable grip is applied over nonmetallic sheathed cables, the maximum pulling force shall be limited to 1,000-pounds provided this is not in excess of the force as determined above.

Conductor	Pounds
8	132
6	210
4	334
3	421
2	531
1	669
1/0	845
2/0	1,065
3/0	1,342
4/0	1,693
250Kcmil	2,000
500Kcmil	4,000

Adequate lubrication of the proper type to reduce friction in conduit and duct pulls shall be utilized. The grease and oil-type lubricants used on lead sheathed cables shall not be used on nonmetallic sheathed cables.

8-20.3(9) Bonding, Grounding

The first sentence in the second paragraph is replaced with the following two sentences:

All conduit installed shall have an equipment ground conductor installed in addition to the conductors noted in the Contract. Conduit with innerducts shall have an equipment ground conductor installed in each innerduct that has an electrical conductor.

Section 8-21, Permanent Signing
January 7, 2013

8-21.2 Materials
The third sentence is revised to read:

Materials for sign mounting shall conform to Section 9-28.11.

8-21.3(9)A Fabrication of Steel Structures
The first sentence in the first paragraph is revised to read:

Fabrication shall conform to the applicable requirements of Section 6-03 and 9-06.

This section is supplemented with the following:

All fabrication, including repairs, adjustments or modifications of previously fabricated sign structure members and connection elements, shall be performed in the shop, under an Engineer approved shop drawing prepared and submitted by the Contractor for the original fabrication or the specific repair, adjustment or modification. Sign structure fabrication repair, adjustment or modification of any kind in the field is not permitted. If fabrication repair, adjustment or modification occurs after a sign structure member or connection element has been galvanized, the entire member or element shall be re-galvanized in accordance with AASHTO M 111.

8-21.3(9)B Vacant
This section including title is revised to read:

8-21.3(9)B Erection of Steel Structures
Erection shall conform to the applicable requirements of Sections 6-03 and 8-21.3(9)F. Section 8-21.3(9)F notwithstanding, the Contractor may erect a sign bridge prior to completion of the shaft cap portion of one foundation for one post provided the following conditions are satisfied:

1. The Contractor shall submit design calculations and working drawings of the temporary supports and falsework supporting the sign bridge near the location of the incomplete foundation to the Engineer for approval in accordance with Section 6-01.9. The submittal shall include the method of releasing and removing the temporary supports and falsework without inducing loads and stress into the sign bridge.

2. The Contractor shall submit the method used to secure the anchor bolt array in proper position with the sign bridge while casting the shaft cap concrete to complete the foundation.

3. The Contractor shall erect the sign bridge and temporary supports and falsework, complete the remaining portion of the incomplete foundation, and remove the

temporary supports and falsework, in accordance with the working drawing submittals as approved by the Engineer.

8-21.3(9)F Foundations

The following new paragraph is inserted after the second paragraph:

Concrete placed into an excavation where water is present shall be placed using an approved tremie. If water is not present, the concrete shall be placed such that the free-fall is vertical down the center of the shaft without hitting the sides, the steel reinforcing bars, or the steel reinforcing bar cage bracing. The Section 6-02.3(6) restriction for 5-feet maximum free-fall shall not apply to placement of Class 4000P concrete into a shaft.

The ninth paragraph (after implementing the preceding Amendment) is replaced with the following three new paragraphs:

After construction of concrete foundations for sign bridge and cantilever sign structures, the Contractor shall survey the foundation locations and elevations, the anchor bolt array locations and lengths of exposed threads. The Contractor shall confirm that the survey conforms to the sign structure post, beam, span and foundation design geometry shown in the Plans, and shall identify any deviations from the design geometry shown in the Plans. When deviations are identified, the Contractor shall notify the Engineer, and such notice shall be accompanied by the Contractor's proposed method(s) of addressing the deviations, including removal and reconstruction of the shaft cap portion of the affected concrete foundation as outlined in this Section, or fabrication repair, adjustment or modification, with associated shop drawings, in accordance with Section 8-21.3(9)A.

If the Contractor's survey indicates that a concrete foundation has been constructed incorrectly for a sign structure that has already been fabricated, the Contractor may remove and reconstruct the shaft cap portion of the foundation, in accordance with Section 1-07.13, provided the following conditions are satisfied:

1. The Contractor shall submit the method and equipment to be used to remove the portion of the concrete foundation to be removed and reconstructed to the Engineer for approval in accordance with Section 1-05.3. The submittal shall include confirmation that the equipment and the method of operation is appropriate to ensure that the existing anchor bolt array and primary shaft vertical steel reinforcing bars will not be damaged.

2. All steel reinforcing bars, except for steel reinforcing bars extending from the bottom portion of the foundation to remain, shall be removed and disposed of in accordance with Sections 2-02.3 and 2-03.3(7)C, and shall be replaced with new steel reinforcing bars conforming to the size, dimensions and geometry shown in the Plans. All concrete of the removed portion of the foundation shall be removed and disposed of in accordance with Sections 2-02.3 and 2-03.3(7)C.

3. The Contractor shall adjust the primary shaft vertical steel reinforcing bars as necessary in accordance with Section 6-02.3(24)C to provide clearance for the anchor bolt array.

Sign structures shall not be erected on concrete foundations until the Contractor confirms that the foundations and the fabricated sign structures are either compatible with each other and the design geometry shown in the Plans, or have been modified in accordance with this Section and as approved by the Engineer to be compatible with each other, and the foundations have attained a compressive strength of 2,400-psi.

Item number 4 in the twelfth paragraph (after implemented the preceding Amendments) is revised to read:

4. Concrete shall be Class 4000P, except as otherwise specified. The concrete for the shaft cap (the portion containing the anchor bolt array assemblies above the construction joint at the top of the shaft) shall be Class 4000.

Item number 3 in the thirteenth paragraph (after implemented the preceding Amendments) is revised to read:

3. Unless otherwise shown in the Plans, concrete shall be Class 4000P.

8-21.5 Payment

This section is supplemented with the following:

All costs in connection with surveying completed concrete foundations for sign bridges and cantilever sign structures shall be included in the lump sum contract price for ~~"S~~tructure Surveying", except that when no Bid item is included in the Proposal for ~~"S~~tructure Surveying" then such costs shall be included in the lump sum contract price(s) for ~~"S~~ign Bridge No. ___" and ~~"C~~antilever Sign Structure No. ___".

Section 8-22, Pavement Marking
January 7, 2013

8-22.3(3)D Line Applications

The last paragraph is supplemented with the following:

Grooved line pavement marking shall not be constructed on bridge decks or on bridge approach slabs.

8-22.3(6) Removal of Pavement Markings

The following two new sentences are inserted after the first sentence:

Grinding to remove painted markings is not allowed. Grinding to remove plastic marking is allowed to a depth just above the pavement surface, then water blasting or shot blasting shall be required to remove the remaining markings.

8-22.4 Measurement

The items ~~"P~~ainted Wide Line" and ~~"P~~lastic Wide Line" are deleted from the fourth paragraph.

The sixth paragraph is revised to read:

Diagonal lines used to delineate parking stalls that are constructed of painted or plastic 4-inch lines will be measured as ~~P~~aint Line" or ~~P~~lastic Line" by the linear foot of line installed. Crosswalk line will be measured by the square foot of marking installed.

The following two new paragraphs are inserted after the sixth paragraph:

Crosshatch markings used to delineate median and gore areas will be measured by the completed linear foot as ~~P~~ainted Crosshatch Marking" or ~~P~~lastic Crosshatch Marking".

The measurement for ~~P~~ainted Crosshatch Marking" and for ~~P~~lastic Crosshatch Marking" will be based on the total length of each 8-inch or 12-inch wide line installed.

8-22.5 Payment

The bid items ~~P~~ainted Wide Line", per linear foot and ~~P~~lastic Wide Line", per linear foot are deleted from this section.

This section is supplemented with the following two new bid items:

~~P~~ainted Crosshatch Marking", per linear foot.
~~P~~lastic Crosshatch Marking", per linear foot.

The following new paragraph is inserted after the last bid item in this section:

The unit Contract price for the aforementioned Bid items shall be full payment for all costs to perform the Work as described in Section 8-22.

Section 8-25, Glare Screen
April 9, 2012

In this section, ~~t~~ension cable" and ~~c~~able" are deleted.

8-25.3(3) Posts

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

Posts shall be constructed in accordance with the Standard Plans and applicable provisions of Section 8-12.3(1)A.

The last paragraph is revised to read:

All round posts for Type 1 Design B and Type 2 glare screen shall be fitted with a watertight top securely fastened to the post. Line posts shall have tops designed to carry the top tension wire.

8-25.3(5) Tension Cables

This sections content including title is deleted:

8-25.3(6) Fittings, Attachments, and Hardware

This sections content including title is deleted.

Section 8-29, Wire Mesh Slope Protection
January 7, 2013

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

8-29 Wire Mesh Slope Protection

8-29.1 Description
This Work consists of furnishing and installing the anchors and the wire mesh slope protection in accordance with these Specifications and the details shown in the Plans and in conformity with the lines and dimensions shown in the Plans or established by the Engineer.

8-29.2 Materials
Materials shall meet the requirements of Section 9-16.4.

8-29.3 Construction Requirements
8-29.3(1) Submittals
The Contractor shall submit a wire mesh slope protection plan to the Project Engineer a minimum of seven calendar days prior to beginning the work. The wire mesh slope protection plan shall include the following:

1. Plan sheets for anchor layout and installation, and the equipment and process used to confirm the capacity of the constructed anchors including the calibration data for the stressing devices used to proof test the anchors, as completed by an independent testing laboratory within 60 calendar days of the wire mesh slope work.

2. Working drawings for the temporary yoke or load frame to be used for anchor proof testing in accordance with Section 6-01.9.

3. Plans and details for assembling wire mesh and erecting the assembled mesh on the slope.

All costs for the Work required for Submittals shall be included in the unit Bid price detailed in Section 8-29.5.

8-29.3(2) Anchors
The Contractor shall install anchors of the type shown in the Plans and in conformance with the layout shown in the Wire Mesh Protection Plan as described in Section 8-29.3(1). The spacing and number of the anchors and wire ropes as shown in the Plans are approximate only, and upon review of the wire mesh slope protection plan, the Engineer may arrange the spacing to better hold the wire mesh against the slope. Backfill material shall be thoroughly compacted with a mechanical compactor.

The Contractor shall proof test up to 25 percent of the anchors in vertical pullout to the minimum allowable anchor capacity specified in the Plans. Proof testing of anchors shall be performed against a temporary yoke or load frame. No part of the temporary yoke or load frame shall bear within three feet of the anchor being tested. For vertical pullout proof testing, an anchor is acceptable if it sustains the specified capacity for 10 minutes with no

loss of load. Anchors that fail this criterion shall be replaced and retested. If more than three anchors fail, the Contractor shall proof test all anchors.

8-29.3(3) Wire Rope
All wire rope loops shall include a thimble. No wire rope splicing will be allowed.

8-29.3(4) Wire Mesh
The wire mesh shall be fastened to the completed wire rope assembly as shown in the Plans. High tensile steel fasteners on the vertical seams shall be staggered across width of the seam. Horizontal splices joining 2 rolls of mesh shall be made by overlapping the mesh approximately 3 feet and either weaving 3 rows of lacing wires through every mesh opening or using 4 rows of high tensile steel fasteners placed on approximately 3-inch spacing. All top and bottom laps shall be made by folding the mesh to the outside, away from the slope, to avoid the possibility of falling material hanging up in the folds. The bottom of the mesh shall be located as shown in the Plans. The ends of all lacing wires shall be secured to the mesh with a minimum of 1½-turns.

The wire mesh shall not be tensioned in any direction, but is to remain loose so as to increase its dampening effect on rolling rocks. The Contractor shall use care in the handling and installing of the wire mesh and wire rope. Any mesh or wire rope damaged due to the Contractor's operations shall be replaced by the Contractor at no expense to the Contracting Agency.

8-29.4 Measurement
Measurement of anchors will be per each for the completed anchor. Anchor types will not be differentiated.

Wire mesh slope protection will be measured by the square foot of wire mesh erected on the slope. There will be no deduction made for overlapping the wire mesh material as required for splices or for coverage due to variations in the slope or ground conditions.

8-29.5 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:

~~"~~Wire Mesh Slope Protection Anchor", per each.
The unit Contract price per each for ~~"~~Wire Mesh Slope Protection Anchor" shall be full payment for all costs for the Work described in Sections 8-29.3(1) and 8-29.3(2).

~~"~~Wire Mesh Slope Protection", per square foot
The unit Contract price per square foot for ~~"~~Wire Mesh Slope Protection" shall be full payment for all costs for the Work described in Section 8-29.3(3) and 8-29.3(4).

Section 9-02, Bituminous Materials
August 5, 2013

In this section, ~~"~~Asphalt Emulsion" is revised to read ~~"~~Emulsified Asphalt".

9-02.1 Asphalt Material, General
In this section, ~~"~~Cationic Emulsified Asphalt" is revised to read ~~"~~Emulsified Asphalt".

The first paragraph is revised to read:

Asphalt furnished under these Specifications shall not have been distilled at a temperature high enough to produce flecks of carbonaceous matter, and upon arrival at the Work, shall show no signs of separation into lighter and heavier components.

9-02.1(6) Cationic Emulsified Asphalt

The "Cationic Emulsified Asphalt Table" is revised to read:

Cationic Emulsified Asphalt Table

Grade	Type AASHTO Test Method	Rapid Setting				Medium Setting						Slow Setting			
		CRS-1		CRS-2		CMS-2S		CMS-2		CMS-2h		CSS-1		CSS-1h	
		Min.	Max	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
Tests on Emulsified Asphalts:															
Viscosity SFS @ 77ºF (25°C)	T 59											20	100	20	100
Viscosity SFS @ 122ºF (50°C)	T 59	20	100	150	400	50	450	50	450	50	450				
Storage stability test 1 day %	T 59		1		1		1		1		1		1		1
Demulsibility 35 ml															
0.8% sodium dioctyl															
sulfosuccinate, %[a]	T 59	40		40											
Particle charge test	T 59	Pos		Pos		Pos		Pos		Pos		Pos[b]		Pos[b]	
Sieve Test, %	T 59		0.10		0.10		0.10		0.10		0.10		0.10		0.10
Cement mixing test, %	T 59												2.0		2.0
Distillation:															
Oil distillate by vol. of emulsions %	T 59		3	1.5	3		20		12		12				
Residue, %	T 59	60		65		60		65		65		57		57	
Tests on residue from distillation tests:															
Penetration, 77ºF (25°C)	T 49	100	250	100	250	100	250	100	250	40	90	100	250	40	90
Ductility, 77ºF (25°C) 5 cm/min., cm	T 51	40		40		40		40		40		40		40	
Solubility in	T 44	97.5		97.5		97.5		97.5		97.5		97.5		97.5	

trichloroethylene, %															

[a] The demulsibility test shall be made within 30 days from date of shipment.
[b] If the particle charge test for CSS-1 and CSS-1h is inconclusive, material having a maximum pH value of 6.7 will be acceptable.

9-02.1(6)A Polymerized Cationic Emulsified Asphalt CRS-2P

The first paragraph (except for the table) is revised to read:

CRS-2P shall be a polymerized cationic emulsified asphalt. The polymer shall be milled into the asphalt or emulsion during the manufacturing of the emulsified asphalt. CRS-2P shall meet the following requirements:

Footnote 1 below the table is revised to read:

1. Distillation modified to use 300 grams of emulsified asphalt heated to 350°F ± 9°F and maintained for 20 minutes.

9-02.1(8) Flexible Bituminous Pavement Marker Adhesive

The fifth row in the table is revised to read:

Ductility, 39.2ºF, 1 cm/minute, cm	AASHTO T 51	5 Min.

9-02.4 Anti-Stripping Additive

This section is revised to read:

Anti-stripping additive shall be a product listed in the current WSDOT Qualified Products List (QPL).

Section 9-03, Aggregates
August 5, 2013

9-03.1(1) General Requirements

The eighth paragraph is deleted.

9-03.6 Aggregate for Asphalt Treated Base (ATB)

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

Vacant

9-03.8(4) Blending Sand

This sections including title is revised to read:

Vacant

9-03.13 Backfill for Sand Drains

This section is supplemented with the following:

That portion of backfill retained on a No. 4 sieve shall not contain more than 0.05 percent by weight of wood waste.

9-03.13(1) Sand Drainage Blanket

The last paragraph is revised to read:

That portion of backfill retained on a No. 4 sieve shall not contain more than 0.05 percent by weight of wood waste.

9-03.14(1) Gravel Borrow

Note [1] is deleted, including the reference in the table.

9-03.14(2) Select Borrow

Note [1] is deleted.

Note [2] is re-numbered Note [1], including the reference in the table.

9-03.14(4) Gravel Borrow for Geosynthetic Retaining Wall

This section including title is revised to read:

Gravel Borrow for Structural Earth Wall

All backfill material within the reinforced zone for structural earth walls shall consist of granular material, either naturally occurring or processed, and shall be free draining, free from organic or otherwise deleterious material. The material shall be substantially free of shale or other soft, poor durability particles, and shall not contain recycled materials, such as glass, shredded tires, portland cement concrete rubble, or asphaltic concrete rubble. The backfill material shall meet the following requirements for grading and quality:

	Geosynthetic Reinforcement	**Metallic Reinforcement**
Sieve Size	**Percent Passing**	**Percent Passing**
4		99-100
2		75-100
1 ¼ —[1]	99-100	
1”	90-100	
No. 4	50-80	50-80
No. 40	30 max.	30 max.
No. 200	7.0 max.	7.0 max.
Sand Equivalent	50 min.	50 min.

All percentages are by weight

Property	**Test Method**	**Geosynthetic Reinforcement Requirements**	**Metallic Reinforcement Requirements**
Los Angeles Wear 500 rev.	AASHTO T 96	35 percent max.	35 percent max
Degradation Factor	WSDOT Test Method T 113	15 min.	15 min.
Resistivity	WSDOT Test Method T 417		3,000 ohm-cm, min.
pH	WSDOT Test Method 113	4.5-9	5-10
Chlorides	AASHTO T 291		100 ppm max.
Sulfates	AASHTO T 290		200 ppm max.

If the resistivity of the gravel borrow equals or exceeds 5,000 ohm-cm, the specified chloride and sulfate limits may be waived.

Wall backfill material satisfying these grading and property requirements shall be classified as nonaggressive.

9-03.21(1) General Requirements

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

Hot Mix Asphalt, Concrete Rubble, Recycled Glass (glass cullet), and Steel Furnace Slag may be used as, or blended uniformly with naturally occurring materials for aggregates.

9-03.21(1)C Vacant

This section including title is revised to read:

9-03.21(1)C Recycled Glass (Glass Cullet)

Glass Cullet shall meet the requirements of AASHTO M 318 with the additional requirement that the glass cullet is limited to the maximum amounts set in Section 9-03.21(1)E for recycled glass. Prior to use the Contractor shall provide certification to the Project Engineer that the recycled glass meets the physical properties and deleterious substances requirements in AASHTO M-318.

9-03.21(1) E Table on Maximum Allowable Percent (By Weight) of Recycled Material

In the table, the row containing the item ~~"A~~ggregate for Asphalt Treated Base (ATB)" is deleted.

The column heading ~~"R~~ecycled Glass" is revised to read ~~"R~~ecycled Glass (Glass Cullet) in the table.

In the column ~~"R~~ecycled Glass (Glass Cullet)" all amounts are revised to read ~~"2~~0" beginning with the item ~~"B~~allast" and continuing down until the last item in the table.

Section 9-04, Joint And Crack Sealing Materials
January 7, 2013

9-04.2 Joint Sealants

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

9-04.2(3) Polyurethane Sealant

Polyurethane sealant shall conform to ASTM C 920 Type S Grade NS Class 25 Use M.

Polyurethane sealant shall be compatible with the closed cell foam backer rod. When required, compatibility characteristics of sealants in contact with backer rods shall be determined by Test Method ASTM C 1087.

9-04.2(3)A Closed Cell Foam Backer Rod

Closed cell foam backer rod for use with polyurethane sealant shall conform to ASTM C 1330 Type C.

9-04.10 Crack Sealing – Rubberized Asphalt
This section is deleted.

9-04.11 Butyl Rubber and Nitrile Rubber
This sections number is revised to read:

9-04.10

Section 9-05, Drainage Structures, Culverts, and Conduits
January 7, 2013

9-05.0 Acceptance by Manufacturer's Certification
This section including title is revised to read:

9-05.0 Acceptance and Approval of Drainage Structures, and Culverts

The Drainage Structure or Culvert may be selected from the Qualified Products List, or submitted using a Request for Approval of Materials (RAM) in accordance with Section 1-06.

Certain drainage materials may be accepted by the Engineer based on a modified acceptance criteria when materials are selected from the Qualified Products List (QPL). The modified acceptance criteria are defined in the QPL for each material.

9-05.1(6) Corrugated Polyethylene Drain Pipe, Couplings, and Fittings (Up to 10 Inch)
This section is supplemented with the following:

Corrugated polyethylene drain pipe manufacturers shall participate in the National Transportation Product Evaluation Program (NTPEP) work plan for HDPE (High Density Polyethylene) Thermoplastic Pipe and be listed on the NTPEP audit website displaying they are NTPEP compliant.

9-05.1(7) Corrugated Polyethylene Drain Pipe, Couplings, and Fittings (12 Inch Through 60 Inch)
This section is supplemented with the following:

Corrugated polyethylene drain pipe manufacturers shall participate in the National Transportation Product Evaluation Program (NTPEP) work plan for HDPE (High Density Polyethylene) Thermoplastic Pipe and be listed on the NTPEP audit website displaying they are NTPEP compliant.

9-05.2(7) Perforated Corrugated Polyethylene Underdrain Pipe (Up to 10 Inch)
This section is supplemented with the following:

Perforated corrugated polyethylene underdrain pipe manufacturers shall participate in the National Transportation Product Evaluation Program (NTPEP) work plan for HDPE (High Density Polyethylene) Thermoplastic Pipe and be listed on the NTPEP audit website displaying they are NTPEP compliant.

9-05.2(8) Perforated Corrugated Polyethylene Underdrain Pipe (12-Inch Through 60 Inch Diameter Maximum), Couplings, and Fittings

This section is supplemented with the following:

Perforated corrugated polyethylene underdrain pipe manufacturers shall participate in the National Transportation Product Evaluation Program (NTPEP) work plan for HDPE (High Density Polyethylene) Thermoplastic Pipe and be listed on the NTPEP audit website displaying they are NTPEP compliant.

9-05.19 Corrugated Polyethylene Culvert Pipe, Couplings, and Fittings

The word "~~p~~producer" is revised to read "~~m~~manufacturer".

The second paragraph is revised to read:

Joints for corrugated polyethylene culvert pipe shall be made with either a bell/bell or bell and spigot coupling and shall incorporate the use of a gasket conforming to the requirements of ASTM D 1056 Type 2 Class B Grade 3 or ASTM F 477. All gaskets shall be factory installed on the coupling or on the pipe by the qualified manufacturer.

This section is supplemented with the following:

Corrugated polyethylene culvert pipe manufacturers shall participate in the National Transportation Product Evaluation Program (NTPEP) work plan for HDPE (High Density Polyethylene) Thermoplastic Pipe and be listed on the NTPEP audit website displaying they are NTPEP compliant.

9-05.20 Corrugated Polyethylene Storm Sewer Pipe, Couplings, and Fittings

The word "~~p~~producer" is revised to read "~~m~~manufacturer".

The first paragraph is revised to read:

Corrugated polyethylene storm sewer pipe, couplings, and fittings shall meet the requirements of AASHTO M 294 Type S or D. The maximum pipe diameter for corrugated polyethylene storm sewer pipe shall be the diameter for which a manufacturer has submitted. Fittings shall be blow molded, rotational molded, or factory welded.

This section is supplemented with the following:

Corrugated polyethylene culvert pipe manufacturers shall participate in the National Transportation Product Evaluation Program (NTPEP) work plan for HDPE (High Density Polyethylene) Thermoplastic Pipe and be listed on the NTPEP audit website displaying they are NTPEP compliant.

9-05.24 Polypropylene Culvert Pipe, Polypropylene Storm Sewer Pipe, and Polypropylene Sanitary Sewer Pipe

This sections content is deleted and replaced with the following:

All joints for polypropylene pipe shall be made with a bell/bell or bell and spigot coupling and shall conform to ASTM D 3212 using elastomeric gaskets conforming to ASTM F 477.

All gaskets shall be factory installed on the pipe in accordance with the producer's recommendations.

Qualification for each producer of polypropylene storm sewer pipe requires joint system conformance to ASTM D 3212 using elastomeric gaskets conforming to ASTM F 477 and a formal quality control plan for each plant proposed for consideration.

A Manufacturer's Certificate of Compliance shall be required and shall accompany the materials delivered to the project. The certificate shall clearly identify production lots for all materials represented. The Contracting Agency may conduct verification tests of pipe stiffness or other properties it deems appropriate.

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

9-05.24(1) Polypropylene Culvert Pipe and Storm Sewer Pipe

Polypropylene culvert and storm sewer pipe shall conform to the following requirements:

1. For dual wall pipe sizes up to 30 inches: ASTM F2736. .
2. For triple wall pipe sizes from 30 to 60 inches: ASTM F2764.
3. For dual wall profile pipe sizes 36 to 60 inches: AASHTO MP 21, Type S or Type D.
4. Fittings shall be factory welded, injection molded or PVC.

9-05.24(2) Polypropylene Sanitary Sewer Pipe

Polypropylene sanitary sewer pipe shall conform to the following requirements:

1. For pipe sizes up to 30 inches: ASTM F2736.
2. For pipe sizes from 30 to 60 inches: ASTM F2764.
3. Fittings shall be factory welded, injection molded or PVC.

Section 9-06, Structural Steel and Related Materials
April 1, 2013

9-06.5(3) High Strength Bolts

In this section, ~~A~~AASHTO M 291" is revised to read ~~A~~ASTM A 563", ~~A~~AASHTO M 164" is revised to read ~~A~~ASTM A 325", ~~A~~AASHTO M 293" is revised to read ~~A~~ASTM F 436", ~~A~~AASHTO M 253" is revised to read ~~A~~ASTM A 490", and ~~A~~AASHTO M 298" is revised to read ~~A~~ASTM B 695".

9-06.5(4) Anchor Bolts

In this section, ~~A~~AASHTO M 291" is revised to read ~~A~~ASTM A 563".

Section 9-07, Reinforcing Steel
August 6, 2012

9-07.7 Wire Mesh
The first sentence in the first paragraph is revised to read:

> Wire mesh for concrete reinforcement shall conform to the requirements of AASHTO M 55, Welded Steel Wire Fabric for Concrete Reinforcement or AASHTO M 221, Steel Welded Wire Reinforcement, Deformed for Concrete.

Section 9-10, Piling
April 2, 2012

9-10.4 Steel Pile Tips and Shoes
In the first paragraph ~~A~~ASTM A 148 Grade 60-90" is revised to read ~~A~~ASTM A 148 Grade 90-60".

Section 9-13, Riprap, Quarry Spalls, Slope Protection, & Rock for Erosion and Scour Protection and Rock Walls
April 1, 2013

9-13.5(1) Semi-Open Concrete Masonry Units Slope Protection
In this section, ~~A~~ASTM C 90" is revised to read ~~A~~ASTM C 1319".

Section 9-14, Erosion Control and Roadside Planting
August 5, 2013

9-14.3 Fertilizer
The second sentence in the first paragraph is revised to read:

> It may be separate or in a mixture containing the percentage of total nitrogen, available phosphoric acid, and water-soluble potash or sulfur in the amounts specified.

9-14.4(2) Hydraulically Applied Erosion Control Products (HECPs)
The first sentence in the third paragraph is revised to read:

> All HECPs shall be furnished premixed by the manufacturer with Organic or Synthetic Tackifier as specified in Section 9-14.4(7).

The third and fourth rows in Table 1 is revised to read:

Heavy Metals	EPA 6020A Total Metals	Antimony – < 4 mg/kg Arsenic – < 6 mg/kg Barium – < 80 mg/kg Boron –< 160 mg/kg Cadmium – < 2 mg/kg Total Chromium – < 4 mg/kg Copper – < 10 mg/kg Lead – < 5 mg/kg Mercury – < 2 mg/kg Nickel –< 2 mg/kg Selenium – < 10 mg/kg Strontium – < 40 mg/kg Zinc – < 30 mg/kg
Water Holding Capacity	ASTM D 7367	800 percent minimum

9-14.4(2)A Long Term Mulch

In the first paragraph, the phrase ~~"w~~within 2 hours of application" is deleted.

9-14.4(4) Wood Strand Mulch

The last sentence in the second paragraph is deleted.

This section is supplemented with the following new paragraph:

The Contractor shall provide Material Safety Data Sheet (MSDS) that demonstrates that the product is not harmful to plant life and a test report performed in accordance with WSDOT Test Method 125 demonstrating compliance to this specification prior to acceptance.

9-14.4(8) Compost

The second paragraph is revised to read:

Compost production and quality shall comply with WAC 173-350 and for biosolids composts, WAC 173-308.

The third paragraph is to read:

Compost products shall meet the following physical criteria:

1. Compost material shall be tested in accordance with U.S. Composting Council Testing Methods for the Examination of Compost and Composting (TMECC) 02.02-B, ~~"S~~ample Sieving for Aggregate Size Classification".

Fine compost shall meet the following gradation:

Sieve Size	Percent Passing	
	Minimum	Maximum
1"	100	
$^{5}/_{8}$"	90	100
¼"	75	100

Note Maximum particle length of 4 inches.

Medium compost shall meet the following gradation:

Sieve Size	Percent Passing	
	Minimum	Maximum
1"	100	
$^{5}/_{8}$"	85	100
¼"	70	85

Note Maximum particle length of 4 inches. Medium compost shall have a carbon to nitrogen ration (C:N) between 18:1 and 35:1. The carbon to nitrogen ration shall be calculated using dry weight of ~~"O~~rganic Carbon" using TMECC 04.01A divided by the dry weight of ~~"T~~otal N" using TMECC 04.02D.

Coarse compost shall meet the following gradation:

Sieve Size	Percent Passing	
	Minimum	Maximum
2"	100	
1"	90	100
¾"	70	100
¼"	40	60

Note Maximum particle length of 6 inches. Coarse compost shall have a carbon to nitrogen ratio (C:N) between 25:1 and 35:1. The carbon to nitrogen ratio shall be calculated using the dry weight of ~~"O~~rganic Carbon" using TMECC 04.01A divided by the dry weight of ~~"T~~otal N" using TMECC 04.02D.

2. The pH shall be between 6.0 and 8.5 when tested in accordance with U.S. Composting Council TMECC 04.11-A, ~~"1~~:5 Slurry pH".

3. Physical contaminants, defined in WAC 173-350 (plastic, concrete, ceramics, metal, etc.) shall be less than 0.5 percent by weight as determined by U.S. Composting Council TMECC 03.08-A ~~"C~~lassification of Inerts by Sieve Size".

4. Minimum organic matter shall be 40 percent by dry weight basis as determined by U.S. Composting Council TMECC 05.07A ~~"L~~oss-On-Ignition Organic Matter Method (LOI)".

5. Soluble salt contents shall be less than 4.0 mmhos/cm when tested in accordance with U.S. Composting Council TMECC 04.10 ~~"E~~lectrical Conductivity."

6. Maturity shall be greater than 80 percent in accordance with U.S. Composting Council TMECC 05.05-A, ~~"G~~ermination and Root Elongation".

7. Stability shall be 7-mg CO2–C/g OM/day or below in accordance with U.S. Composting Council TMECC 05.08-B ~~"C~~arbon Dioxide Evolution Rate".

8. The compost product shall originate from organic feedstocks as defined in WAC 173 350 as ~~"W~~ood waste", ~~"Y~~ard debris", ~~"P~~ost-consumer food waste", ~~"P~~re-consumer animal-based wastes", and/or ~~"P~~re-consumer vegetative waste". The

Contractor shall provide a list of feedstock sources by percentage in the final compost product.

9. The Engineer may also evaluate compost for maturity using U.S. Composting Council TMECC 05.08-E –Solvita® Maturity Index". Fine compost shall score a number 6 or above on the Solvita® Compost Maturity Test. Medium and Coarse compost shall score a 5 or above on the Solvita® Compost Maturity Test.

9-14.4(8)A Compost Approval

This section's title is revised to read:

9-14.4(8)A Compost Submittal Requirements

The first sentence in this section up until the colon is revised to read:

The Contractor shall submit the following information to the Engineer for approval:

Item No. 2 in the first paragraph is revised to read:

2. 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) or for biosolid composts a copy of the Coverage Under the General Permit for Biosolids Management issued to the manufacturer by the Department of Ecology in accordance with WAC 173-308 (Biosolids Management).

9-14.5 Erosion Control Devices

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

9-14.5(9) High Visibility Silt Fence

High visibility silt fence shall be a minimum of 5 feet in height, high visibility orange, UV stabilized and shall meet the geotextile requirements in Section 9-33 Table 6. Support posts shall be in accordance with the Standard Plans. The posts shall have sufficient strength and durability to support the fence through the life of the project.

9-14.5(1) Polyacrylamide (PAM)

The fourth sentence is replaced with the following two new sentences:

The minimum average molecular weight shall be greater than 5-mg/mole. The charge density shall be no less than 15 percent and no greater than 30 percent.

9-14.5(2) Erosion Control Blanket

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

9-14.5(2) Biodegradable Erosion Control Blanket

Biodegradable erosion control blankets shall be made of natural plant fibers, and all netting material, if present, shall biodegrade within a life span not to exceed 2 years.

The Contractor shall provide independent test results from the National Transportation Product Evaluation Program (NTPEP) meeting the requirements of Section 9-14.5(2)B, 9-14.5(2)C and 9-14.5(2)D.

9-14.5(2)A Approval and Acceptance of Biodegradable Erosion Control Blankets

The erosion control blanket may be selected from the Qualified Products List, or submitted using a Request for Approval of Materials (RAM) in accordance with Section 1-06. Erosion control blankets may be accepted by the Engineer based on the modified acceptance criteria when materials are selected from the QPL. The modified acceptance criteria are defined in the QPL for each material.

9-14.5(2)B Biodegradable Erosion Control Blanket for Slopes Steeper than 3:1 (H:V)

Table 6

Properties	ASTM Test Method	Requirements for Slopes Steeper than 3:1
Protecting Slopes from Rainfall-Induced Erosion	ASTM D 6459 Soil tested shall be sandy loam as defined by the NRCS** Soil Texture Triangle	C factor = 0.04 maximum for cumulative R-Factor<231
Mass Per Unit Area	ASTM D 6475	7.6 oz./sq. yd. minimum
Light Penetration	ASTM D 6567	44 % maximum
Tensile Strength MD x XD*	ASTM D 6818	10.0 x 6.0 pounds/inch minimum
Tensile Elongation MD x XD*	ASTM D 6818	38% x 33% maximum
*MD is Machine Design and XD is Cross Direction **Natural Resource Conservation Services		

9-14.5(2)C Biodegradable Erosion Control Blanket for Slopes Flatter than 3:1(H:V)

Table 7

Properties	ASTM Test Method	Slope Flatter than 3:1 Requirements
Protecting Slopes from Rainfall-Induced Erosion	ASTM D 6459 Soil tested shall be sandy loam as defined by the NRCS** Soil Texture Triangle	C factor = 0.15 maximum for cumulative R-Factor<231

Properties	ASTM Test Method	Slope Flatter than 3:1 Requirements
Mass Per Unit Area	ASTM D 6475	7.6 oz./sq. yd. minimum
Light Penetration	ASTM D 6567	40% maximum
Tensile Strength MD x XD*	ASTM D 6818	6.5 x 2.3 pounds/inch minimum
Tensile Elongation MD x XD*	ASTM D 6818	38% x 33% maximum
*MD is Machine Design and XD is Cross Direction **Natural Resource Conservation Services		

9-14.5(2)D Biodegradable Erosion Control Blanket for Ditches

Table 8

Properties	Test Method	Requirements
Performance in Protecting Earthen Channels from Stormwater-Induced Erosion	ASTM D 6460 Soil tested shall be sandy loam as defined by the NRCS** Soil Texture Triangle	Limiting Shear (T_{Limit}) = 2.0 psf minimum. Limiting Velocity (V_{Limit}) = 7.5 ft/sec flow minimum.
Mass per Unit Area	ASTM D 6475	7.4 oz./ sq. yd. minimum
Light Penetration	ASTM D 6567	65 % maximum
Tensile Strength MD x XD*	ASTM D 6818	9.6 x 3.2 lbs/inch minimum
Tensile Elongation MD x XD*	ASTM D 6818	38% x 33% maximum
*MD is Machine Design and XD is Cross Direction **Natural Resource Conservation Services		

9-14.5(3) Clear Plastic Covering

This section including title is revised to read:

Plastic Covering

Plastic covering shall meet the requirements of ASTM D 4397 for polyethylene sheeting.

9-14.5(4) Geotextile Encased Check Dam

This section including title is revised to read:

9-14.5(4) Check Dams

All materials used for check dams shall be non-toxic and not pose a threat to wildlife when installed.

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

9-14.5(4)A Biodegradable Check Dams

Biodegradable check dams shall meet the following requirements:

Biodegradable Check Dams	Materials
Wattle Check Dam	9-14.5(5)
Compost Sock Check Dam	9-14.5(6)
Coir Log Check Dam	9-14.5(7)

The Contractor may substitute a different biodegradable check dam as long as it complies with the following and is approved by the Engineer:

1. Made of natural plant fiber.

2. Netting if present shall be biodegradable.

3. Straw bales shall not be used as check dams.

9-14.5(4)B Non-biodegradable Check Dams

Non-biodegradable check dams shall meet the following requirements:

1. Geotextile materials shall conform to section 9-33 for silt fence.

2. Other such devices that fulfill the requirements of section 9-14.5(4) and shall be approved by the Engineer prior to installation.

9-14.5(5) Wattles

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

Wattle shall be a minimum of 8-inches in diameter.

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

Compost filler shall be Medium Compost and shall meet the material requirements as specified in Section 9-14.4(8).

The last paragraph is revised to read:

Wood stakes for wattles shall be made from untreated Douglas fir, hemlock, or pine species. Wood stakes shall be 2 by 2-inch nominal dimension and a minimum 24 inches in length.

9-14.5(6) Compost Socks

In this section, ~~C~~Coarse Compost" is revised to read ~~M~~Medium Compost".

The last paragraph is revised to read:

> Wood stakes for compost socks shall be made from untreated Douglas fir, hemlock, or pine species. Wood stakes shall be 2 by 2-inch nominal dimension and a minimum 24 inches in length.

9-14.5(8) High Visibility Fencing

The first paragraph is revised to read:

> High visibility fence shall be UV stabilized, orange, high-density polyethylene or polypropylene mesh.

9-14.6(1) Description

In item No. C in the fourth paragraph, ~~2~~2-inch" is revised to read ~~2~~ inch".

Section 9-15, Irrigation System
April 1, 2013

9-15.1(2) Polyvinyl Chloride Pipe and Fittings

In the first paragraph, ~~A~~STM D 1784" is revised to read ~~A~~STM D 1785".

Section 9-16, Fence and Guardrail
August 5, 2013

9-16.1(1)A Post Material for Chain Link Fence

The first paragraph is revised to read:

> Except as noted otherwise, post material shall conform to the requirements of AASHTO M 181, Type 1 (zinc-coated steel), Grade 1 or 2, and shall include all round and roll-formed material (line posts, brace posts, end posts, corner posts, and pull posts).

The last sentence in the fourth paragraph is deleted.

9-16.1(1)C Tension Wire and Tension Cable

This section including title is revised to read:

> **9-16.1(1)C Tension Wire**
> Tension wire shall meet the requirements of AASHTO M 181. Tension wire galvanizing shall be Class 1.

9-16.1(1)D Fittings and Hardware

The second sentence in the first paragraph is deleted.

The last paragraph is deleted.

9-16.1(2) Approval

This section is deleted.

9-16.2(2) Approval
This section is deleted.

9-16.3(2) Posts and Blocks
The first sentence in the first paragraph is revised to read:

> Posts and blocks may be of creosote, pentachlorophenol, waterborne chromate copper arsenate (CCA), or ammoniacal copper zinc arsenate (ACZA), treated timber, or galvanized steel (galvanized steel posts only – no blocks).

The following reference is deleted from the third paragraph:

ACA	0.50 lbs. pcf

The sixth paragraph is deleted.

9-16.4(2) Wire Mesh
This section is revised to read:

> The galvanized wire mesh shall be a Style 1 double-twisted hexagonal mesh conforming to ASTM A 975 with 8 by 10 opening, except when a colorized, polyvinyl chloride coating is required then the Style shall be a Style 3.
>
> The longitudinal edges of the wire mesh fabric shall have knuckled selvedges with continuous selvedge wire as specified in ASTM A 975.

9-16.4(3) Wire Rope
This section is revised to read:

> Wire rope shall be ¾- inch-diameter, independent wire rope class (IWRC) 6x19, extra improved plow steel (EIP) wire rope galvanized in accordance with ASTM A1023. Each lot of wire rope shall be accompanied by a Manufacturer's Certificate of Compliance, a mill certificate, and a test report showing the wire rope meets the minimum breaking force requirements of ASTM A 1023.

9-16.4(4) Hardware
This section is revised to read:

> Weldless steel rings shall be drop-forged steel and heat treated after forging; have a single pull, working load limit of at least 10,000 lbs; and meet performance requirements of Federal Specification RR-C-271D Type VI.
>
> Thimbles required for all wire rope loops shall be standard weight, galvanized, and meet performance requirements of Federal Specification FF-T-276b Type II.
>
> Wire rope clips shall have drop-forged steel bases, be galvanized, and meet performance requirements of Federal Specification FF-C-450 Type I Class 1.

9-16.4(5) Hog Rings and Tie Wire
This section including title is revised to read:

9-16.4(5) Fasteners and Lacing Wire

Fasteners shall consist of 11 gauge high tensile steel. Lacing wire shall consist of 9 gauge, zinc-coated steel wire conforming to ASTM A 641.

9-16.4(6) Grout

This section including title is deleted.

9-16.4(7) Anchor

This section including title and section number is revised to read:

9-16.4(6) Ground Anchors

Threaded bar ground anchors shall be deformed, continuously threaded, steel reinforcement bars conforming to either Section 9-07.2 or Section 9-07.11. Threaded bar ground anchors shall be either epoxy-coated in accordance with Sections 6-02.3(24)H and 9-07.3 or galvanized after fabrication in accordance with ASTM A 767 Class I.

Hollow-core anchor bars shall have continuous threads/deformations and be fabricated from steel tubing conforming to ASTM A 519. Couplers and nuts shall provide 100% of the guaranteed minimum tensile strength of the hollow core anchor bars.

Bearing plates shall conform to ASTM A 572 Grade 50 and shall be galvanized after fabrication in accordance with AASHTO M 111. Nuts shall conform to either AASHTO M 291 Grade B, hexagonal, or Section 9-07.11. Nuts shall be galvanized after fabrication in accordance with AASHTO M 111 for plate washers and AASHTO M 232 for all other hardware.

Grout for ground anchors shall be Grout Type 2 for Nonshrink Applications, conforming to Section 9-20.3(2).

Concrete for soil anchor deadmen shall be either commercial concrete conforming to Section 6-02.3(2)B or Class 3000 conforming to Section 6-02.

Steel reinforcing bars for soil anchor deadmen shall conform to Section 9-07.2, and shall be epoxy-coated in accordance with Sections 6-02.3(24)H and 9-07.3.

9-16.6(3) Posts

This section is revised to read:

Line posts for Types 1 and 2 glare screens shall be 2 inch inside diameter galvanized steel pipe with a nominal weight of 3.65 pounds per linear foot. End, corner, brace, and pull posts for Type 1 Design A and B and Type 2 shall be 2 ½ inch inside diameter galvanized steel pipe with a nominal weight of 5.79 pounds per linear foot. Intermediate pull posts (braced line posts) shall be as specified for line posts.

The base material for the manufacture of steel pipes used for posts shall conform to the requirements of ASTM A 53, except the weight tolerance on tubular posts shall be applied as provided below.

Posts provided for glare screen will have an acceptance tolerance on the weight per linear foot, as specified, equal to plus or minus 5 percent. This tolerance will apply to each individual post.

All posts shall be galvanized in accordance with AASHTO M 181 Section 32. The minimum average zinc coating is per square foot of surface area. This area is defined as the total area inside and outside. A sample for computing the average of mass of coating is defined as a 12-inch piece cut from each end of the galvanized member.

9-16.6(5) Cable
This section including title is revised to read:

9-16.6(5) Vacant

9-16.6(6) Cable and Tension Wire Attachments
This section including title is revised to read:

9-16.6(6) Tension Wire Attachments
All tension wire attachments shall be galvanized steel conforming to the requirements of AASHTO M 232 unless otherwise specified. Eye bolts shall have either a shoulder or a back-up nut on the eye end and be provided with an eye nut where needed or standard hex nut and lock washer ⅜-inch diameter for tension wire and of sufficient length to fasten to the type of posts used. Turnbuckles shall be of the shackle end type, ½ inch diameter, with standard take-up of 6 inches and provided with ⅜ inch diameter pins.

9-16.6(9) Fabric Bands and Stretcher Bars
The first paragraph is revised to read:

Fabric bands shall be ⅛ inch by 1inch nominal. Stretcher bars shall be $^{3}/_{16}$ inch by ¾ inch nominal or $^{5}/_{16}$ inch diameter round bar nominal. A $^{5}/_{16}$ inch diameter round stretcher bar shall be used with Type 1. Nominal shall be construed to be the area of the cross section of the shape obtained by multiplying the specified width by thickness. A variation of minus 5-percent from this theoretical area shall be construed as ~~n~~nominal" size. All shall be galvanized to meet the requirements of ASTM F 626.

9-16.7 Vacant
This section including title is deleted in its entirety.

9-16.8 Weathering Steel Beam Guardrail
This section including title is deleted in its entirety.

Section 9-18, Precast Traffic Curb and Block Traffic Curb
August 6, 2012

This section's title is revised to read:

9-18 Precast Traffic Curb

9-18.3 Block Traffic Curb
This section including title is revised to read:

9-18.3 Vacant

Section 9-20, Concrete Patching Material, Grout, and Mortar
January 2, 2012

9-20.3(3) Grout Type 3 for Unconfined Bearing Pad Applications
This section is revised to read:

Grout Type 3 shall be a prepackaged material meeting the requirements of ASTM C 928 – Table 1, R2 Concrete or Mortar.

9-20.3(4) Grout Type 4 for Multipurpose Applications
In the third sentence of the first paragraph, the reference ~~0~~.40" is revised to read ~~0~~.45".

Section 9-23, Concrete Curing Materials and Admixtures
August 5, 2013

9-23.2 Liquid Membrane-Forming Concrete Curing Compounds
In the first paragraph, ~~m~~oisture loss" is revised to read ~~w~~ater retention".

9-23.6(9) Type S Specific Performance Admixtures
The first sentence is revised to read the following two new sentences:

Type S Specific Performance admixtures are limited to ASR-mitigating, viscosity modifying, shrinkage reducing, rheology-controlling, and workability-retaining admixtures. They shall conform to the requirements of ASTM C 494 Type S.

Section 9-26, Epoxy Resins
August 5, 2013

9-26.3(1)A Traffic Bearing Applications
The first sentence in the first paragraph is revised to read:

Epoxy grout/mortar/concrete for traffic bearing applications shall have a 7-day compressive strength of not less than 4,000 psi when tested in accordance with ASTM C 579.

Section 9-28, Signing Materials and Fabrication
April 1, 2013

9-28.14(2) Steel Structures and Posts
~~A~~AASHTO M 291" is revised to read ~~A~~ASTM A 563" and ~~A~~AASHTO M 293" is revised to read ~~A~~ASTM F 436".

Section 9-29, Illumination, Signal, Electrical
August 5, 2013

9-29.1(4) Non-Metallic Conduit
This section is supplemented with the following new sub-section:

9-29.1(4)D Deflection Fittings
Deflection Fittings for use with rigid PVC conduit shall be as described in 9-29.1(2)A

9-29.2 Junction Boxes, Cable Vaults, and Pull Boxes
The section is supplemented with the following:

The Contractor shall perform quality control inspection. The Contracting Agency intends to perform Quality Assurance Inspection. By its inspection, the Contracting Agency intends only to verify the quality of that Work. This inspection shall not relieve the Contractor of any responsibility for identifying and replacing defective material and workmanship. Prior to the start of production of the precast concrete units, the Contractor shall advise the Engineer of the production schedule. The Contractor shall give the Inspector safe and free access to the Work. If the Inspector observes any nonspecification Work or unacceptable quality control practices, the Inspector will advise the plant manager. If the corrective action is not acceptable to the Engineer, the unit(s) will be rejected.

9-29.2(1) Standard Duty and Heavy-Duty Junction Boxes
The third paragraph is deleted and replaced with the following new paragraphs:

The Contractor shall provide shop drawings for all components, hardware, lid, frame, reinforcement, and box dimensions. The shop drawings shall be prepared by (or under the supervision of) a Professional Engineer, licensed under Title 18 RCW, State of Washington, in the branch of Civil or Structural, and each sheet shall include the following:

1. Professional Engineer's original signature, date of signature, original seal, registration number, and date of expiration.

2. The initials and dates of all participating design professionals

3. Clear notation of all revisions including identification of who authorized the revision, who made the revision, and the date of the revision.

4. Design calculations shall carry on the cover page, the Professional Engineer's original signature, date of signature, original seal, registration number, and date of expiration.

For each type of junction box, or whenever there is a change to the junction box design, a proof test, as defined in this Specification, shall be performed and new shop drawings submitted.

9-29.2(1)A Standard Duty Junction Boxes
The first paragraph is supplemented with the following:

All Standard Duty Junction Boxes placed in sidewalks, walkways, and shared use paths shall have slip resistant surfaces. Non-slip lids and frames shall be hot dip galvanized in accordance with AASHTO M 111.

The sub-paragraph's titled ~~"~~**Concrete Junction Boxes"** are revised to read:

Concrete Junction Boxes
The Standard Duty Concrete Junction Box steel frame, lid support, and lid shall be painted with a black paint containing rust inhibiters or painted with a shop applied, inorganic zinc primer in accordance with Section 6-07.3, or hot-dip galvanized in accordance with AASHTO M 111.

Concrete used in Standard Duty Junction Boxes shall have a minimum compressive strength of 6,000 psi when reinforced with a welded wire hoop, or 4,000 psi when reinforced with welded wire fabric or fiber reinforcement. The frame shall be anchored to the box by welding headed studs ⅜ by 3 inches long, as specified in Section 9-06.15, to the frame. The wire fabric shall be attached to the studs and frame with standard tie practices. The box shall contain ten studs located near the centerline of the frame and box wall. The studs shall be placed one anchor in each corner, one at the middle of each width and two equally spaced on each length of the box.

Materials for Type 1, 2, and 8 Concrete Junction Boxes shall conform to the following:

Materials	Requirement
Concrete	Section 6-02
Reinforcing Steel	Section 9-07
Fiber Reinforcing	ASTM C 1116, Type III
Lid	ASTM A 786 diamond plate steel
Slip Resistant Lid	ASTM A 36 steel
Frame	ASTM A 786 diamond plate steel or ASTM A36 steel
Slip Resistant Frame	ASTM A 36 steel
Lid Support	ASTM A 36, or ASTM A1011 Grade SS
Handle & Handle support	ASTM A 36 steel or ASTM A1011 Grade CS or SS
Anchors (studs)	Section 9-06.15
Bolts, Studs, Nuts, Washers	ASTM F 593 or A 193, Type 304 or 316, or Stainless Steel grade 302, 304, or 316 steel in accordance with approved shop drawing
Locking and Latching Mechanism Hardware and Bolts	In accordance with approved shop drawings

9-29.2(1)B Heavy Duty Junction Boxes

The section is revised to read:

Heavy-Duty Junction Boxes shall be concrete and have a minimum vertical load rating of 46,000 pounds without permanent deformation and 60,000 pounds without failure when tested in accordance with Section 9-29.2(1)C.

The Heavy-Duty Junction Box steel frame, lid support and lid shall be painted with a shop applied, inorganic zinc primer in accordance with Section 6-07.3.

Materials for Type 4, 5, and 6 Concrete Junction Boxes shall conform to the following:

Materials	Requirement
Concrete	Section 6-02
Reinforcing Steel	Section 9-07
Lid	ASTM A 786 diamond plate steel, rolled from plate complying with ASTM A 572, grade 50 or ASTM A 588, and having a min. CVN toughness of 20 ft-lb at 40 degrees F.
Frame and stiffener plates	ASTM A 572 grade 50 or ASTM A 588, both with min. CVN toughness of 20 ft-lb at 40 degrees F
Handle	ASTM A 36 steel or ASTM A 1011 Grade CS or SS
Anchors (studs)	Section 9-06.15
Bolts, Studs, Nuts, Washers	ASTM F 593 or A 193, Type 304 or 316, or Stainless steel grade 302, 304, or 316 in accordance with approved shop drawing
Hinges and Locking and Latching Mechanism Hardware and Bolts	In accordance with approved shop drawings

The lid stiffener plates shall bear on the frame, and be milled so that there is full even contact, around the perimeter, between the bearing seat and lid stiffener plates, after fabrication of the frame and lid. The bearing seat and lid perimeter bar shall be free from burrs, dirt, and other foreign debris that would prevent solid seating. Bolts and nuts shall be liberally coated with anti-seize compound. Bolts shall be installed snug tight. The bearing seat and lid perimeter bar shall be machined to allow a minimum of 75 percent of the bearing areas to be seated with a tolerance of 0.0 to 0.005 inches measured with a feeler gage. The bearing area percentage will be measured for each side of the lid as it bears on the frame.

9-29.2(1)C Testing Requirements

The first paragraph is revised to read:

The Contractor shall provide for testing of junction boxes, cable vaults and pull boxes. Junction boxes, cable vaults and pull boxes shall be tested by an independent materials testing facility, and a test report issued documenting the results of the tests performed.

The second paragraph is revised to read:

For concrete junction boxes, vaults and pull boxes, the independent testing laboratory shall meet the requirements of AASHTO R 18 for Qualified Tester and Verified Test Equipment. The test shall be conducted in the presence of a Professional Engineer, licensed under Title 18 RCW, State of Washington, in the branch of Civil or Structural, and each test sheet shall have the Professional Engineer's original signature, date of signature, original seal, registration number, and date of expiration. One copy of the test report shall be furnished to the Contracting Agency certifying that the box and cover meet or exceed the loading requirements for a concrete junction box, and shall include the following information:

1. Product identification.
2. Date of testing.
3. Description of testing apparatus and procedure.
4. All load deflection and failure data.
5. Weight of box and cover tested.
6. Upon completion of the required test(s) the box shall be loaded to failure.
7. A brief description of type and location of failure.

The third paragraph is revised to read:

For non-concrete junction boxes the independent testing laboratory shall meet the requirements of AASHTO R 18 for Qualified Tester and Verified Test Equipment. The test shall be conducted in the presence of a Professional Engineer, licensed under Title 18 RCW, State of Washington, in the branch of Civil or Structural, and each test sheet shall have the Professional Engineer's original signature, date of signature, original seal, registration number, and date of expiration. One copy of the test report shall be furnished to the Contracting Agency certifying that the box and cover meet or exceed the loading requirements for a non-concrete junction box, and shall include the following information:

1. Product identification.
2. Date of testing.
3. Description of testing apparatus and procedure.
4. All load deflection data.
5. Weight of box and cover tested.

The first paragraph following the title "~~Testing~~ **Testing for the Standard Duty Non-Concrete Junction Boxes"** is revised to read:

Non-concrete Junction Boxes shall be tested as defined in the ANSI/SCTE 77-2007 Tier 15 test method with test load minimum of 22,500 lbs. In addition, the Contractor shall provide a Manufacture Certificate of Compliance for each non-concrete junction box installed.

9-29.2(2) Standard Duty and Heavy-Duty Cable Vaults and Pull Boxes

This section is revised to read:

Standard Duty and Heavy-Duty Cable Vaults and Pull Boxes shall be constructed as a concrete box and as a concrete lid. The lid for the Heavy-Duty and Standard Duty Cable Vaults and Pull Boxes shall be interchangeable and both shall fit the same box as shown in the Standard Plans.

The Contractor shall provide shop drawings for all components, including concrete box, Cast Iron Ring, Ductile Iron Lid, Steel Rings, and Lid. In addition, the shop drawings shall show placement of reinforcing steel, knock outs, and any other appurtenances. The shop drawing shall be prepared by or under the direct supervision of a Professional Engineer, licensed under Title 18 RCW, State of Washington, in the branch of Civil or Structural, and each sheet shall carry the following:

1. Professional Engineer's original signature, date of signature, original seal, registration number, and date of expiration.

2. The initials and dates of all participating design professionals

3. Clear notation of all revisions including identification of who authorized the revision, who made the revision, and the date of the revision.

4. Design calculations shall carry on the cover page, the Professional Engineer's original signature, date of signature, original seal, registration number, and date of expiration.

For each type of box or whenever there is a change to the Cable Vault or Pull box design, a proof test, as defined in this Specification, shall be performed and new shop drawings submitted.

9-29.2(2)A Standard Duty Cable Vaults and Pull Boxes

This section is revised to read:

Standard Duty Cable Vaults and Pull boxes shall be concrete and have a minimum load rating of 22,500 pounds and be tested in accordance with Section 9-29.2(1)C for concrete Standard Duty Junction Boxes.

Concrete for standard duty cable vaults and pull boxes shall have a minimum compressive strength of 4,000 psi. The lid frame shall be anchored to the vault/box concrete lid by welding headed studs ⅜ by 3 inches long, as specified in Section 9-06.15, to the frame. The wire fabric shall be attached to the studs and frame with standard tie practices. The vault/box concrete lid shall contain ten studs located near the centerline of the frame and wall. Studs shall be placed one anchor in each corner, one at the middle of each width and two equally spaced on each length of the vault/box. The steel frame, lid support, and lid shall be painted with a black paint containing rust inhibiters or painted with a shop applied, inorganic zinc primer in accordance with Section 6-07.3 or hot-dip galvanized in accordance with ASTM M 111.

All Standard Duty Cable Vaults and Pull Boxes placed in sidewalks, walkways, and shared-use paths shall have slip-resistant surfaces. The steel frame, lid support, and lid for the Standard Duty Cable Vaults and Pull Boxes shall be hot-dip galvanized.

Materials for Standard Duty Cable Vaults and Pull Boxes shall conform to the following:

Materials	Requirements
Concrete	Section 6-02
Reinforcing Steel	Section 9-07
Lid	ASTM A 786 diamond plate steel
Slip Resistant Lid	ASTM A 36 Steel
Frame	ASTM A 786 diamond plate steel or ASTM A 36
Slip Resistant Frame	ASTM A 36 Steel
Lid Support	ASTM A 36 Steel, or ASTM A 1011 Grade SS
Handle & Handle Support	ASTM A 36 steel or ASTM A 1011 Grade CS or SS
Anchors (studs)	Section 9-06.15
Bolts, Studs, Nuts, Washers	ASTM F593 or A 193, type 304 or 316, or Stainless steel grade 302, 304, 316 per approved shop drawing
Hinges and Locking Mechanism Hardware and Bolts	In accordance with approved shop drawings

9-29.2(2)B Heavy-Duty Cable Vaults and Pull Boxes

This section is revised to read:

Heavy-Duty Cable Vaults and Pull Boxes shall be constructed of concrete having a minimum compressive strength of 4,000 psi, and have a minimum vertical load rating of 46,000 pounds without permanent deformation and 60,000 pounds without failure when tested in accordance with Section 9-29.2(1)C for Heavy-Duty Junction Boxes.

Materials for Heavy Duty Cable Vaults and Pull boxes shall conform to the following:

Materials	Requirements
Concrete	Section 6-02
Reinforcing Steel	Section 9-07
Cover	Section 9-05.15(1)
Ring	Section 9-05.15(1)
Anchors (studs)	Section 9-06.15
Bolts, Nuts, Washers	ASTM F 593 or A 193, Type 304 or 316, or Stainless steel grade 302, 304, 316 in accordance with approved shop drawing

9-29.6(2) Slip Base Hardware

~~A~~ASHTO M 291" is revised to read ~~A~~STM A 563", ~~A~~ASHTO M 164" is revised to read ~~A~~STM A 325", and ~~A~~ASHTO M 293" is revised to read ~~A~~STM F 436.

9-29.6(5) Foundation Hardware

–AASHTO M 291" is revised to read –ASTM A 563".

9-29.10 Luminaires

The third paragraph is revised to read:

All luminaires shall be provided with markers for positive identification of light source type and wattage in accordance with ANSI C136.15-2011. Legends shall be sealed with transparent film resistant to dust, weather, and ultraviolet exposure.

9-29.10(2) Decorative Luminaries

The second sentence in the third paragraph is deleted.

9-29.13 Traffic Signal Controllers

This section and all sub-sections including title is revised to read:

9-29.13 Control Cabinet Assemblies

Control cabinet assemblies shall include all necessary equipment and auxiliary equipment for controlling the operation of traffic signals, programmable message signs, illumination systems, ramp meters, data stations, CCTV, and similar systems as required for the specific application. Traffic Signal Controller Cabinet Assemblies shall meet the requirements of the NEMA TS1 and TS2 specification or the California Department of Transportation –Transportation Electrical Equipment Specifications" (TEES) dated March 12, 2009 as defined in this specification.

9-29.13(1) Environmental, Performance, and Test Standards for Solid-State Traffic Controller Assemblies

The scope of this Specification includes the controller of solid-state design installed in a weatherproof controller cabinet. The controller assembly includes the cabinet, controller unit, load switches, signal conflict monitoring circuitry, accessory logic circuitry, AC line filters, vehicle detectors, coordination equipment and interface, and preemption equipment. NEMA control assemblies shall meet or exceed current NEMA TS 1 Environmental Standards. Normal operation will be required while the control assembly is subjected to any combination of high and low environmental limits (such as low voltage at high temperature with high repetition noise transients). All other control equipment shall meet the environmental requirements of California Department of Transportation –Transportation Electrical Equipment Specifications" (TEES) dated March 12, 2009.

The Contractor shall furnish to the Contracting Agency all guarantees and warranties furnished as a normal trade practice for all control equipment provided.

9-29.13(2) Manufacturing Quality

The fabricator of the Control, cabinet Assemblies shall perform quality control (QC) inspections based on their QC program. Their QC program shall be submitted and approved by WSDOT at least annually. The fabricator of the controller shall certify that the controller meets all requirements of the Standard Specifications and Special Provisions for the specific application.

The QC program shall include, but not be limited to, the following:

1. Quality Statement

2. Individual responsible for quality (organizational chart)

3. Fabrication procedures

4. Test procedures

5. Documented inspection reports

6. Documented test reports

7. Certification package

9-29.13(2)A Traffic Signal Controller Assembly Testing

Each traffic signal controller assembly shall be tested as follows. The supplier shall:

1. Seven days prior to shipping, arrange appointment for controller cabinet assembly, and testing at the WSDOT Materials Laboratory or the facility designated in the Special Provisions.

2. Assembly shall be defined as but not limited to tightening all screws, nuts and bolts, verifying that all wiring is clear of moving parts and properly secured, installing all pluggables, connecting all cables, Verify that all Contract required documents are present, proper documentation is provided, and all equipment required by the Contract is installed.

3. The assembly shall be done at the designated WSDOT facility in the presence of WSDOT personnel.

4. The supplier shall demonstrate that all of the functions required by this Specification and the Contract Plans and Special Provisions perform as intended. Demonstration shall include but not be limited to energizing the cabinet and verifying that all 8 phases, 4 pedestrian movements, 4 overlaps (as required by the Contract Provisions) operate in accordance with Section 9-29.13. The supplier shall place the controller in minimum recall with interval timing set at convenient value for testing purposes. Upon a satisfactory demonstration the controller assembly will then be accepted by WSDOT for testing.

5. If the assembly and acceptance for testing is not complete within 5 working days of delivery, the Project Engineer may authorize the return of the assembly to the supplier, with collect freight charges to the supplier.

6. The Contractor will be notified when the testing is complete, and where the assembly is to be picked-up for delivery to the project.

7. The supplier has 5 working days to repair or replace any components that fail during the testing process at no cost to the Contracting Agency. A

failure shall be defined as a component that no longer functions as intended under the conditions required or does not meet the requirements of the Contract Specifications and is at the sole discretion of WSDOT.

8. Any part or component of the controller assembly, including the cabinet that is rejected shall not be submitted for use by WSDOT or any City or County in the State of Washington.

9-29.13(3) Traffic Signal Controller

The traffic signal controller shall conform to the Contract requirements and the applicable Specifications as listed below: All solid-state electronic traffic-actuated controllers and their supplemental devices shall employ digital timing methods.

A. NEMA control and all auxiliary equipment shall conform to current NEMA TS1 or TS2 Specification. Every pin of every connecting plug shall be utilized as described within the NEMA requirement, except that those pins identified as ~~s~~pare" or ~~fu~~ture" shall remain unused.

B. Type 170E controllers shall conform to the TEES. The 170E controller shall be provided with a program card, one blank ROM chip, and two 64K non-volatile memory chips.

C. Type 170E/HC-11 controllers shall conform to the current Oregon Department of Transportation Specification for model 170E/HC-11 controller. The 170E controller with the HC11 chip shall be compatible with the software specified in the Contract. The controller shall be provided with one ROM chip and one 64K non-volatile memory chip.

D. Vacant

E. Type 2070 controllers shall conform to the TEES. The standard 2070 controller shall consist of the following:

2070	2070E	2070N1
2070-5 VME cage		
2070-1E CPU Card	2070-1E CPU Card	2070-1E CPU Card
2070-3B Front Panel	2070-3B Front Panel	2070-3B Front Panel
2070-4 Power Supply	2070-4 Power Supply	2070-4 Power Supply
2070-2A Field I/O	2070-2A Field I/O	2070-2B Field I/O
X	X	2070-8 Interface

9-29.13(4) Traffic-Signal Controller Software

All traffic signal controllers shall operate with software specified in the contract.

Traffic-actuated controllers shall be electronic devices which, when connected to traffic detectors or other means of actuation, or both, shall operate the electrical traffic signal system at one or more intersections.

If the complete traffic controller defined in the Special Provision requires NTCIP compliance the following are the minimum requirements for NTCIP operation.

Communication
The traffic controller hardware and software shall communicate with the central computer in a polled multi-drop operation. In the polled multi-drop operation, several traffic controllers shall share the same communication channel, with each controller assigned a unique ID number. Controller ID numbers shall conform to the NTCIP requirements for address numbers. A traffic controller shall only reply to messages labeled with its ID. In polled multi-drop mode, traffic controllers never initiate communication, but merely transmit their responses to messages from the central computer.

A laptop computer connected to the traffic controller's local communication port shall have the same control and diagnostic capabilities as the central computer. However, local laptop control capability shall be limited to that traffic controller.

NTCIP Requirements
The traffic controller software shall comply with the National Transportation Communications for ITS Protocol (NTCIP) documents and all related errata sheets published before July 1, 1999 and as referenced herein.

The traffic controller software shall support the following standards:

1. NTCIP 1101, *Simple Transportation Management Framework* (STMF), Conformance Level 1 (Simple Network Management Protocol (SNMP))

2. NTCIP 2001, *Class B Profile*. All serial ports on the device shall support communications according to these standards.

3. NTCIP 2101, *SP-PMPP/RS232* Point-to-Multi-Point Protocol (PMPP)

4. NTCIP 2201, *NTCIP TP-Null* Transport Profile Null (TP-NULL)

The traffic controller software shall implement all mandatory objects of all mandatory conformance groups as defined in NTCIP 1201, *Global Object Definitions*, and NTCIP 1202, *Object Definitions for Actuated Traffic Signal Controller Units*. Software shall implement the following conformance groups:

NTCIP 1202, Object Definitions for ASC

Conformance Group	Reference
Configuration	1201 2.2
Time Management	
Time Base Event Schedule	
Report	2.5

Conformance Group	Reference
Phase	1202 2.2
Rings	2.8
Detector	2.3
Unit	2.4
Preempt	2.7
Time Base	2.6
Coordination	2.5
Channel	2.9
Overlaps	2.10

The software shall implement the following optional objects:

Objects required by these specifications shall support all values within its standardized range. The standardized range is defined by a size, range, or enumerated listing indicated in the object's SYNTAX field and/or through descriptive text in the object's description field. The following list indicates the modified object requirements for these objects.

Object Name	Object ID	Minimum Requirements
Global Configuration	moduleType	Value 3
Database Management	dBCreateTransaction	All Values
	dBErrorType	All values
Time Management	globslDaylightSavings	Values 2 and 3
Timebase Events Schedule	maxTimeBaseScheduleEntries	16
	MaxDayPlans	15
	MaxDayEvents	10
Report	maxEventLogCongifs	50
	MventConfigMode	Values 2 thru 5
	mventConfigAction	Values 2 and 3
	MaxEventLogSize	255
	MaxEventClasses	7
PMPP	maxGroupAddress	2
ASC Phase	maxPhases	8
	pPhaseStartp	Values 2 thru 6
	phaseOptions	All Values
	maxPhaseGroups	1
Rings	maxRings	2
	maxSequences	16
Detector	maxVehicleDetectors	64
	vehicleDetectorOptions	All Values
	maxPedestrianDetector	8
Unit	unitAutoPedestrianClear	All Values
	unitControlStatus	All Values
	unitFlashStatus	All Values
	unitControl	All Values
	maxAlarmGroups	1

Object Name	Object ID	Minimum Requirements
Special Function	maxSpecialFunctionsOutputs	8
Coordination	coordCorrectionMode	Values 2 thru 4
	coordMaximumMode	Values 2 thru4
	coordForceMode	Values 2 and 3
	maxPatterns	48
	patternTableType	Either 2,3 or 4
	maxSplits	16
	splitMode	Values 2 thru 7
	localFreeStatus	Values 2 thru 11
Time Base	maxTimebaseAscAction	48
Preempt	maxPreempts	4
	preemptControl	All Values
	preemptState	Values 2 thru 9
Overlaps	maxOverlaps	4
	overlapType	Value 2 and 3
	maxOverlapstatusGroup	1
Channels	maxChannels	16
	channelControlGroup	Values 2 thru 4
	channelFlash	Value 0,2,4,6,8,10,12 and 14
	channelDim	Values 0 thru 15
	maxChannelStatusGroup	2
TS 2 Port 1	maxPortAddresses	18
	port1Table	Values 2 and 3

* values in excess of the minimum requirement are considered to meet the specification.

Documentation
Software shall be supplied with all documentation on a CD. ASCII versions of the following Management Information Base (MIB) files in Abstract Syntax Notation 1 (ASN.1) format shall be provided on CD-ROM:

1. The official MIB Module referenced by the device functionality.

2. A manufacturer-specific version of the official MIB Module with the non-standardized range indicated in the SYNTAX field. The filename shall match the official MIB Module, with the extension ~~-s~~pc".

3. A MIB Module of all manufacturer-specific objects supported by the device with accurate and meaningful DESCRIPTION fields and the supported ranges indicated in the SYNTAX field.

9-29.13(5) Flashing Operations
All traffic signals shall be equipped for flashing operation of signal displays. Controllers and cabinets shall be programmed for flashing red displays for all approaches. During flashing operation, all pedestrian circuits shall be de-energized.

Actuated traffic signal control mechanisms shall be capable of entry into flash operation and return to stop-and -go operation as follows:

1. Terminal Strip Input (Remote Flash). When called as a function of a terminal strip input, the controller shall provide both sequenced entry into flash and sequenced return to normal operation consistent with the requirements of the latest edition of the Manual on Uniform Traffic Control Devices.

2. Police Panel Switch. When the flash-automatic switch located behind the police panel door is turned to the flash position, the signals shall immediately revert to flash; and, the controller shall have a stop time input applied. When the switch is placed on automatic, the controller shall immediately time an 6 second all red period then resume stop-and-go operations at the beginning of major street green.

3. Controller Cabinet Switches. When the flash-automatic switch located inside the controller cabinet is placed in the flash position, the signals shall immediately revert to flash; however, the controller shall not have a stop time input applied. When the flash-automatic switch is placed in the automatic position, the controller shall immediately time a 6 second all red period, then resume stop-and-go operation at the beginning of the major green.

4. Power Interruption. On ~~"N~~EMA" controllers any power interruption longer than 475 plus or minus 25 milliseconds, signals shall re-energize consistent with No. 2 above to ensure an 6-second flash period prior to the start of major street green. A power interruption of less than 475 plus or minus 25 milliseconds shall not cause resequencing of the controller and the signal displays shall re-energize without change. Type 170 controllers shall re-energize consistent with No. 2 above after a power interruption of 1.75 plus or minus 0.25 seconds. The 6-second flash period will not be required. Any power interruption to a 2070 type controller shall result in a 6 second flash period once power is restored.

5. Conflict Monitor. Upon detecting a fault condition the conflict monitor shall immediately cause the signal to revert to flash and the controller to stop time. After the conflict monitor has been reset, the controller shall immediately take command of the signal displays at the beginning of major street green.

9-29.13(6) Emergency Preemption

Immediately after a valid call has been received, the preemption equipment shall cause the controller to terminate the appropriate phases as necessary with the required clearance intervals and enter any programed subsequent preemption sequence. Preemption sequences shall be as noted in the Contract.

9-29.13(7) Wiring Diagrams

Schematic wiring diagrams of the controllers, cabinets and auxiliary equipment shall be submitted when the assemblies are delivered. The diagram shall show in detail all circuits and parts. The parts shall be identified by name or number in a manner readily interpreted. Two hard copies of the cabinet wiring diagram and component wiring diagrams shall be furnished with each cabinet and a pdf file of the cabinet wiring and

component drawings. The schematic drawing shall consist of a single sheet, detailing all circuits and parts, not to exceed 52-inches by 72-inches. The cabinet wiring diagram shall indicate and identify all wire terminations, all plug connectors, and the locations of all equipment in the cabinet. Included in the diagram shall be an intersection sketch identifying all heads, detectors, and push buttons and a phase diagram.

9-29.13(8) Generator Transfer Switch

When specified in the contract, A generator transfer switch shall be included. . The Generator Transfer Switch shall be capable of switching power from a utility power source to an external generator power source.

The Transfer Switch enclosure shall be of identical materials and dimensions and installation methods as the Police Panel type enclosure specified in the first paragraph of Special Provision 9-29.13(10)D except that the enclosure door shall include a spring loaded construction core lock capable of accepting a Best 6-pin CX series core. The core lock shall be installed with a green construction core. Upon contract completion, two master keys for the construction core shall be delivered to the Engineer.

The enclosure shall include the following Transfer Switch equipment:

1. One Nema L5-30P Flanged Inlet generator connector

2. One Utility power indicator light

3. One generator indicator light

4. Two 30 amp, 120 volt, single pole, single phase, circuit breakers. One circuit breaker shall be labeled "Generator" and the other circuit breaker shall be labeled "Utility". Both labels shall be engraved phenolic name plates.

5. A mechanical lock out feature that prevents the Utility circuit breaker and the Generator circuit breaker from being in the ON position at the same time. The circuit breakers shall be capable of being independently switched.

6. The conductors from the Generator Transfer Switch enclosure to the cabinet circuit breaker shall be enclosed in nylon mesh sleeve.

7. The enclosure door shall be labeled with the letters "GTS".

9-29.13(9) Vacant

9-29.13(10) NEMA, Type 170E, 2070 Controllers and Cabinets

9-29.13(10)A Auxiliary Equipment for NEMA Controllers

The following auxiliary equipment shall be furnished and installed in each cabinet for NEMA traffic-actuated controllers:

1. A solid-state Type 3 NEMA flasher with flash-transfer relay which will cut in the flasher and isolate the controller from light circuits. See Section 9-29.13(5) for operational requirements.

2. Modular solid state relay load switches of sufficient number to provide for each vehicle phase (including future phases if shown in the plans), each pedestrian phase and preemption sequence indicated in the Contract. Type P & R cabinets shall include a fully wired 16-position back panel. Solid-state load switches shall conform to NEMA standards except only optically isolated load switches will be allowed. Load switches shall include indicator lights on the input and output circuits. The controller cabinet shall have all cabinet wiring installed for eight vehicle phases, four pedestrian phases, four emergency pre-empts, four overlaps (OL A, B, C, D).

3. A power panel with:

   a. A control-display breaker sized to provide 125 percent overload protection for all control equipment and signal displays, 20 ampere minimum.

   b. A 15 ampere accessory breaker wired parallel to the control display breaker. The breaker will carry accessory loads, including vent fan, cabinet light, plug receptacle, etc.

   c. A busbar isolated from ground and unfused for the neutral side of power supply.

   d. A radio interference suppresser installed at the input power point. Interference suppressers shall be of a design which will minimize interference in both broadcast and aircraft frequencies, and shall provide a minimum attenuation of 50 decibels over a frequency range of 200 kilohertz to 75 megahertz when used in connection with normal installations. The interference filters furnished shall be hermetically sealed in a substantial case filled with a suitable insulating compound. Terminals shall be nickel plated, 10-24 brass studs of sufficient external length to provide space to connect two 8 AWG wires, and shall be so mounted that they cannot be turned in the case.

      Ungrounded terminals shall be insulated from each other and shall maintain a surface leakage distance of not less than ½-inch between any exposed current conductor and any other metallic parts with an insulation factor of 100-200 megohms dependent on external circuit conditions.

      Suppressers shall be designed for operations on 50 amperes, 125 volts, 60 cycles, single wire circuits, and shall meet standards of the Underwriters' Laboratories and the Radio Manufacturers Association.

   e. A Surge Protection Device connected to the controller power circuit for protection against voltage abnormalities of 1 cycle or less duration. The Surge Protection Device shall be a solid state high

energy circuit containing no spark gap, gas tube, or crow bar component. The device shall provide transient protection between neutral and ground, line and ground, as well as line and neutral. If the protection circuits fail, they shall fail to an open circuit condition. The minimum interrupting capacity shall be 10,000 Amps. The Voltage Protection Rating shall be 600 volts or less when subjected to an impulse of 6,000 volts, 3,000 amp source impedance, 8.0/20 microsecond waveform as described in UL 1449. In addition, the device shall dissipate a 13,000 Amp or greater repeated single peak 8/20 microsecond current impulse, and withstand, without failure or permanent damage, one full cycle at 264 volts RMS. The device shall contain circuitry to prevent self-induced regenerative ringing. There shall be a failure warning indictor which shall illuminate a red light or extinguish a green light when the device has failed and is no longer operable.

f. Cabinet ground busbar independent (150K ohms minimum) of neutral.

4. A police panel located behind the police panel door with a flash automatic switch and a control-display power line on-off switch. See Section 9-29.13(5) for operational requirements.

5. An auxiliary control panel located inside the controller cabinet with a flash-automatic switch and a controller on-off switch. See Section 9-29.13(5) for operational requirements. A three wire 15 ampere plug receptacle with grounding contact and 15 ampere ground fault interrupter shall also be provided on the panel.

6. A conflict monitor conforming to NEMA standards. See Section 9-29.13(5) for operational requirements. The unit shall monitor conflicting signal indications at the field connection terminals. The unit shall be wired in a manner such that the signal will revert to flash if the conflict monitor is removed from service.

   Supplemental loads not to exceed 10 watts per monitored circuit or other means, shall be provided to prevent conflict monitor actuation caused by dimming or lamp burn-out. Supplemental loads shall be installed on the control side of the field terminals. Conflict monitors shall include a minimum of one indicator light for each phase used. The monitoring capacity of the unit shall be compatible with the controller frame size. Conflict monitors shall include a program card.

7. A ~~D~~detector Panel", as specified in *Standard Specification* Section 9-29.13(10)B, shall be installed. The panel shall be mounted on the inside of the front cabinet door. The detector panel shall be constructed as a single unit. Detector switches with separate operate, test, and off positions shall be provided for each field detector input circuit. A high intensity light emitting diode (LED) shall be provided for each switch. The lamp shall energize upon vehicle, pedestrian or test switch actuation. The

test switch shall provide a spring loaded momentary contact that will place a call into the controller. When in the OFF position, respective detector circuits will be disconnected. In the operate position, each respective detector circuit shall operate normally. Switches shall be provided on the panel with labels and functions as follows:

a. **Display On** — Detector indicator lights shall operate consistent with their respective switches.

b. **Display Off** — detector indicator lights shall be de-energized.

A means of disconnecting all wiring entering the panel shall be provided. The disconnect shall include a means to jumper detection calls when the display panel is disconnected. All switches on the panel shall be marked with its associated Plan detector number. All markers shall be permanent.

8. Insulated terminal blocks of sufficient number to provide a termination for all field wiring. A minimum of 12 spare terminals shall be provided. Field wire connection terminal blocks shall be 600 volt, heavy duty, barrier type, except loop detector lead-ins, which may be 300 volt. The 600 volt type-terminal strips shall be provided with a field-side and a control-side connector separated by a marker strip. The 300 volt type shall have a marker strip, installed on the right side of vertical terminal strips or below horizontal terminal strips. The marker strip shall bear the circuit number indicated in the plans and shall be engraved. Each connector shall be a screw type with No. 8 post capable of accepting no less than three 12 AWG wires fitted with spade tips.

9. A vent fan with adjustable thermostat. The minimum CFM rating of the fan shall exceed three times the cabinet volume.

10. VACANT

11. All wiring within the cabinet, exclusive of wiring installed by the signal controller manufacturer, shall have insulation conforming to the requirements of Section 9-29.3. Cabinet wiring shall be trimmed to eliminate all slack and shall be laced or bound together with nylon wraps or equivalent. All terminals, shall be numbered and permanently identified with PVC or polyolefin wire marking sleeve consistent with the cabinet wiring diagram provided by the signal controller manufacturer and the Contract. The cabinet will be completely wired so that the only requirement to make a field location completely operational is to attach field power and ground wiring. Internal cabinet wiring shall not utilize the field side connections of the terminal strip intended for termination of field wires.

12. Cabinet wiring diagram and component wiring diagrams meeting the requirements of 9-29.13(7) shall be furnished with each cabinet. Each cabinet shall be equipped with a, shelf mounted roll out drawer mounted directly below the controller to house one or more cabinet wiring diagrams. The cabinet wiring diagram shall indicate and identify all wire

terminations, all plug connectors, and the locations of all equipment in the cabinet. Included in the diagram shall be an intersection sketch identifying all heads, detectors, and push buttons; and a phase diagram.

13. Each vehicle detector amplifier, video detection output channel pedestrian call isolation unit, phase selector, discriminator, and load switch shall be identified with semi-permanent stick-on type label. The following information shall be included:

    a. Vehicle Detector Amplifier Channel

        1. Loop number

        2. Assigned phase(s)

    b. Ped Call Isolation Unit

        1. Push button number

        2. Assigned phase(s)

    c. Load Switches

        1. Signal head number

        2. Assigned phase(s)

    d. Phase Selectors

        1. Circuit Letter

        2. Phase(s) called

The label shall be placed on the face of the unit. It shall not block any switch, light, or operational words on the unit. The lettering on this label shall be neat, legible, and easily read from a distance of approximately 6-feet.

9-29.13(10)B Auxiliary Equipment for Type 170E, 2070 Assemblies

The following requirements apply to required auxiliary equipment furnished with Type 170E, 170E-HC-11 and 2070 controllers:

A. Flashers, flash transfer relays, conflict monitor, AC isolators, DC isolators, discriminator modules, program modules, modem modules, breakers, buses, police panel switches, receptacle requirement, vent fan and auxiliary control panel switches shall conform to the requirements noted in the TEES.

B. Flashing operation shall conform to Section 9-29.13(5), except the 6-second flash period described in Item 2 of that section will not be required. Emergency preemption shall conform to Section 9-29.13(6).

C. Input and output terminals shall be installed with a marking strip with field wire numbers noted in the Contract embossed on the strip. All cabinet and field conductor shall have a PVC or polyolefin wire marking sleeve installed, matching the input and output terminals above. Marking on sleeves shall be embossed or type written.

D. The input panel terminal blocks TB 2 through TB 9 and associated cable to the input files as described in the TEES shall be provided in all control assemblies.

E. Supplemental load resistor, not less than 2000 ohms and not greater than 5000 ohms not to exceed 10 watts per monitored circuit, shall be provided to prevent conflict monitor actuation caused by dimming or lamp burn-out.

An individual supplemental load resistor shall be installed within the output file, and shall be installed on each of the following terminal circuits:

FT1-105 (SP 4P-Y)	FT1-111 (SP 8P-Y)	FT2-114 (SP 2P-Y)	FT2-120 (SP 6P-Y)
FT2-117 (SP 3-Y)	FT2-118 (SP 3-G)	FT2-123 (SP 7-Y)	FT2-124 (SP 7-G)
FT3-126 (SP 1-Y)	FT3-127 (SP 1-G)	FT3-132 (SP 5-Y)	FT3-133 (SP 5-G)

F. Load switches of sufficient quantity to fully populate the output files shall conform to TEES and shall have indicator lights on input and output circuits.

G. A detection panel, which shall be constructed as a single unit. Detector switches with separate operate, test, and off positions shall be provided for each field detector input circuit. A high intensity light emitting diode (LED) shall be provided for each switch. The lamp shall energize upon vehicle, pedestrian or test switch actuation. The test switch shall provide a spring loaded momentary contact that will place a call into the controller. When in the OFF position, respective detector circuits will be disconnected. In the operate position, each respective detector circuit shall operate normally. Switches shall be provided on the panel with labels and functions as follows:

a. **Display On** — Detector indicator lights shall operate consistent with their respective switches.

b. **Display Off** — detector indicator lights shall be de-energized.

A means of disconnecting all wiring entering the panel shall be provided. The disconnect shall include a means to jumper detection calls when the display panel is disconnected. All switches on the panel shall be marked with its associated Plan detector number. All markers shall be permanent.

H. A ~~"D~~Detector Termination and Interface Panel" shall be provided. When viewing the cabinet from the back, the panel shall be located on the

upper left hand side of the cabinet. The panel shall be electrically located between the –detection Panel" and the C-1 connector. The panel shall utilize insulated terminal blocks and each connector shall be a screw type with post.

I. Each switchpack socket shall have pin 11 common to Nutral.

J. The AC input Service Panel Assembly (SPA), line voltage filter, transient surge protection and all neutral bus bars and equipment ground bus bars shall be on the right side of the cabinet, mounted no more that 18 inches from the bottom of the cabinet when viewed from the rear, and meet the requirements described in TEES.

K. The PED yellow terminals on the CMU edge connector shall be extended with a 2 foot wire, coiled, heat shrink tipped and labeled for the correct corresponding terminal as CH-13Y/CMU-8, CH-14Y/CMU-11, CH-15Y/CMU-K, CH-16Y/CMU-N.

L. An –Absence Of Red Programming Assembly" shall be provided. There shall be provided on the back panel of the output file, 17 accessible jumper plug attachment areas, made up of three male pins per position (one, for each conflict monitor channel and one for red enable function). Each jumper plug shall be a two position connector, It shall be possible, by inserting and positioning one of the 16 connectors on the right two pins on the monitor board, to apply 120 VAC into a corresponding channel of the conflict monitor red channels. The connection between the red monitor board and the conflict monitor shall be accomplished via a 20 pin ribbon cable and the industry standard P-20 connector that attaches on the front panel of the monitor. It shall be possible, by inserting and positioning one of the 16 jumper plugs on the two left pins on the monitor board, to enable the corresponding channel to monitor for red fault by the conflict monitor. There shall be installed on the red monitor board a red fail monitor disable function that controls the 120 VAC red enable signal into the conflict monitor. During stop-and –go operation, 120VAC is sent via pin #20 on the P20 connector to enable red failure monitoring on the conflict monitor by having the connector moved to the side labeled –Red Enable". If this is disengaged by moving the connector to the side labeled –Red Relay", then 120VAC is removed from pin #20, and the conflict monitor will no longer monitor for red fail faults. The red enable function will also be wired such that if the traffic signal is in cabinet flash, then there will be no voltage on pin #20, and the conflict monitor will not monitor for red fail faults.

M. Each cabinet shall be provided with at least 20 empty neutral connections to accommodate field wiring. The neutral bus bars shall be of the style in which a lug is not needed to be applied to the neutral field wire(s). All of the neutral bars shall be secured in accordance with the TEES. All neutral bars shall be at the same electrical potential.

N. The main breaker on the SPA shall be provided with a cover to prevent accidental tripping. The cover shall be removable and replaceable without the use of tools. VACANT

O. **Equipment Branch Breaker** –The duplex receptacle on the rear of either PDA #2L or 3L shall be wired in parallel with the ground fault current interrupt receptacle on the front of the power supply. The ground fault current interrupt receptacle being in the ~~–T~~est" mode shall not remove power to the rear receptacle.

9-29.13(10)C NEMA Controller Cabinets

Each NEMA traffic controller shall be housed in a weatherproof cabinet conforming to the following requirements:

1. Construction shall be of 0.073-inch minimum thickness series 300 stainless steel or 0.125 minimum thickness 5052 H32 ASTM B209 alloy aluminum. The stainless steel shall be annealed or one-quarter-hardness complying with ASTM A666 stainless steel sheet. Cabinets may be finished inside with an approved finish coat of exterior white enamel. If no other coating is specified in the Contract Provisions the exterior of all cabinets shall be bare metal. All controller cabinets shall be furnished with front and rear doors.

2. The cabinet shall contain shelving, brackets, racks, etc., to support the controller and auxiliary equipment. All equipment shall set squarely on shelves or be mounted in racks and shall be removable without turning, tilting, or rotating or relocating one device to remove another. A 24 slot rack or racks shall be installed. The rack(s) shall be wired for 2 channel loop detectors and as follows. Slots 1 & 2 phase 1 loop detectors. Slots 3, 4, & 5 phase 2 loop detectors. Slots 6 & 7 phase 3 loop detectors. Slots 8, 9, & 10 phase 4 loop detectors. Slots 11 & 12 phase 5 loop detectors. Slots 13, 14, & 15 phase 6 loop detectors. Slots 16 & 17 phase 7 loop detectors. Slots 18, 19 & 20 phase 8 loop detectors. Slot 21 upper phase 1 loop detector. Slot 21 lower phase 5 detector. Slot 22 wired for a 2 channel discriminator channels A, C. Slot 23 wired for a 2 channel discriminator, channels B, D. Slot 24 wired for a 4 channel discriminator, wired for channel A, B, C, and D. All loop detector slots shall be wired for presence/pulse detection/extension. If an external power supply is required in order for the entire racks(s) to be powered it shall be installed. All rack(s) slots shall be labeled with engraved identification strips.

3. Additional detection utilizing the ~~–D~~" connector shall be installed in accordance with the Contract. The cabinet shall be of adequate size to properly house the controller and all required appurtenances and auxiliary equipment in an upright position with a clearance of at least 3-inches from the vent fan and filter to allow for proper air flow. In no case shall more than 70 percent of the cabinet volume be used. There shall be at least a 2-inch clearance between shelf mounted equipment and the cabinet wall or equipment mounted on the cabinet wall.

4. The cabinet shall have an air intake vent on the lower half of the front door, with a 12-inch by 16-inch by 1-inch removable throw away filter, secured in place with a spring-loaded framework.

5. The cabinet door(s) shall be provided with:

   a. Cabinet doors shall each have a three point latch system. Locks shall be spring loaded construction locks capable of accepting a Best 6 pin core. A 6 pin construction core of type (blue, green, or Red) specified in the contract shall be installed in each core lock. One core removal key and two standard keys shall be included with each cabinet and delivered to the Engineer.

   b. A police panel assembly shall be installed in the front door and shall have a stainless steel hinge pin and a police panel lock. Two police keys with shafts a minimum of 1¾-inches long shall be provided with each cabinet.

   c. All doors and police panel door shall have one piece, closed cell, neoprene gaskets.

   d. A two position doorstop assembly.

6. Fluorescent fixtures or LED light strips (only one type per cabinet) for cabinet lighting. Color temperature shall be 4100K (cool white) or higher. Fluorescent fixtures shall use 12 inch (nominal), 8W, type T5 shatterproof tubular bulbs. LED light strips shall be approximately 12 inches long, and have a minimum output of 320 lumens. Lighting shall be ceiling mounted and oriented parallel to the door face. Lighting shall not interfere with the proper operation of any other ceiling mounted equipment. All lighting fixtures shall energize whenever any door is opened. Each door switch shall be labeled ~~L~~ight".

9-29.13(10)D Cabinets for Type 170E and 2070 controllers

Type 170E and 2070 controllers shall be housed in a model 332L cabinet unless specified otherwise in the contract. Type 332L cabinets shall be constructed in accordance with TEES with the following modifications:

1. Each door shall be furnished with the equipment listed in *Standard Specifications* 9-29.13(10)C item 5 above.

2. The cabinet shall be furnished with auxiliary equipment described in Standard Specification 9-29.13(10)B.

3. The cabinet shall be fabricated of stainless steel or sheet aluminum in accordance with Section 9-29.13(10)C, Item 1 above. Painted steel, painted or anodized aluminum is not allowed.

4. A disposable paper filter element with dimensions of 12" x 6" x 1" shall be provided in lieu of a metal filter. The filter shall be secured in the filter holder with a louvered aluminum cover. The maximum depth of the

cover shall not be more than 0.5" inch to provide the filter to be flush against the door. No incoming air shall bypass the filter element.

5. Field wire terminals shall be labeled in accordance with the Field Wiring Chart.

6. Fluorescent fixtures or LED light strips (only one type per cabinet) for cabinet lighting. Fluorescent fixtures shall use 12 inch (nominal), 8W, type T5 tubular bulbs. Tubular bulbs shall be contained within a shatterproof lamp cover. Led strips shall be approximately 12 inches long, and have a minimum output of 320 lumens. There shall be one fixture for each rack within the cabinet. Lighting shall be ceiling mounted and oriented perpendicular to the door face. Rack mounted lights are not allowed. Lighting shall be positioned such that the fixture is centered between the front and rear of the cabinet. Lighting shall not interfere with the proper operation of any other ceiling mounted equipment. Each lighting fixture shall energize automatically when either door to that respective rack is opened. Each door switch shall be labeled ~~L~~light".

7. One drawer shelf, as shown in the TEES

8. 332D Controller Cabinet

    a. The 332D Controller cabinet shall have the appearance of two Type 332 controller cabinets joined at opposing sides. The outside Dimensions of the cabinet shall be 67" High X 48 1/2" Wide X 30 1/4" Deep.

    b. The right side of the cabinet, as viewed from the front, shall be considered the Signal Control side. The left side of the cabinet, when viewed from the front, shall be considered the ITS/COMM side.

    c. One police access panel shall be installed on the right side of the cabinet, as viewed from the front.

    d. Two cabinet lights shall be provided one on each side and as described in section 9-29.13(10)D.6

    e. Vacant

    f. The Traffic Signal Control side of the cabinet shall contain the Traffic Signal Controller assembly and shall be furnished with equipment as described in the contract specifications. The Traffic Signal Control side of the cabinet shall also meet all the additional equipment requirements of the Type 332 Signal Controller cabinet as indicated in the contract specifications.

    g. The ITS/COMM side of the cabinet shall contain ITS and Communication equipment and shall be furnished with the following:

1. One controller shelf unit, mounted 36 inches from the bottom of the cabinet opening to the front of the cabinet and attaching to the front rails of the EIA rack, shall be provided. The shelf shall be fabricated from aluminum and shall contain a rollout flip-top drawer for storage of wiring diagrams and manuals.

2. One aluminum sheet metal panel, 1/8”x 15”x 54”, shall be installed to the rear of the cabinet on the right hand (when facing the front) side railing.

3. Additional ITS and Communication equipment as described in the Contract Plans and the ITS section of the Contract Special Provisions.

9-29.13(11) Traffic Data Accumulator and Ramp Meters

All cabinets designated for use as a traffic data or ramp meter shall be Type 334L cabinets furnished to meet the TEES with the modifications listed in Section 9-29.13(10)D and include the following accessories:

1. Each cabinet shall be equipped with a fully operable controller equipped as specified in the Contract Provisions.

2. Two input files, shall be provided.

3. The PDA #3L shall contain three Model 200 Load Switches.
   A second transfer relay, Model 430, shall be mounted on the rear of the PDA #3L and wired as shown in the Plans.

4. Police Panel shall contain only one DPDT toggle switch. The switch shall be labeled POLICE CONTROL, ON-OFF.

5. Display Panel

   A**. General**
   Each cabinet shall be furnished with a display panel. The panel shall be mounted, showing and providing detection for inputs and specified controller outputs, at the top of the front rack above the controller unit. The display panel shall be fabricated from brushed aluminum and constructed according to the detail in the Plans.

   B. **Text**
   All text on the detector panel shall be black in color and silk screened directly to the panel except the Phenolic detector and cabinet nameplates.

   A nameplate for each loop shall be engraved with a ¼-inch nominal text according to the ITS Field Wiring Charts. The nameplates shall be permanently affixed to the detector panel.

   C. **LEDs**

The LEDs for the display panel shall meet the following Specifications:

Case size	T 1-¾
Viewing angle	50° minimum
Brightness	8 Milli candelas

LEDs with RED, YELLOW or GREEN as part of their labels shall be red, yellow or green in color. All other LEDs shall be red. All LEDs shall have tinted diffused lenses.

D. **Detector panel Control Switch**
Each display panel shall be equipped with one detector display control switch on the panel with labels and functions as follows:

ON
Detector panel LEDs shall operate consistent with their separate switches.

OFF
All detector indicator LEDs shall be de-energized. Detector calls shall continue to reach the controller.

TEST
All detector indicator LEDs shall illuminate and no calls shall be placed to the controller.

E. **Advance Warning Sign Control Switch**
Each display panel shall be equipped with one advance warning sign control switch on the panel with labels and functions as follows:

AUTOMATIC
Sign Relay shall energize upon ground true call from controller.

SIGN OFF
Sign Relay shall de-energize.

SIGN ON
Sign Relay shall energize.

F. **Sign Relay**
The sign relay shall be plugged into a socket installed on the rear of the display panel. The relay shall be wired as shown in the Plans. The relay coil shall draw (or sink) 50 milliamperes ± 10% from the 170E/HC11 controller and have a DPDT contact rating not less than 10 amperes. A 1N4004 diode shall be placed across the relay coil to suppress voltage spikes. The anode terminal shall be connected to terminal #7 of the relay as labeled in the Plans. The relay shall energize when the METERING indicator LED is lit.

G. **Detector Input Indicators**

One LED and one spring-loaded two-position SPST toggle switch shall be provided for each of the 40 detection inputs. These LEDs and switches shall function as follows:

TEST
When the switch is in the test position, a call shall be placed to the controller and energize the associated LED. The switch shall automatically return to the run position when it is released.

RUN
In the run position the LEDs shall illuminate for the duration of each call to the controller.

H. **Controller Output Indicators**
The display panel shall contain a series of output indicator LEDs mounted below the detection indicators. The layout shall be according to the detail in the Plans. These LEDs shall illuminate upon a ground true output from the controller via the C5 connector.

The output indicator LEDs shall have resistors in series to drop the voltage from 24 volts DC to their rated voltage and limit current below their rated current. The anode connection of each LED to +24 VDC shall be wired through the resistor.

I. Connectors
Connection to the display panel shall be made by three connectors, one pin (labeled P2) and one socket (labeled P1) and one labeled C5. The P1 and P2 connectors shall be 50-pin cannon D series, or equivalent 50 pin connectors and shall be compatible such that the two connectors can be connected directly to one another to bypass the input detection. Wiring for the P1, P2 and C5 connectors shall be as shown in the Plans.

The Contractor shall install wire connectors P1, P2, C1P, C2, C4, C5 and C6 according to the pin assignments shown in the Plans.

6. **Model 204 Flasher Unit**
Each Model 334 ramp meter cabinet shall be supplied with one Model 204 sign flasher unit mounted on the right rear side panel. The flasher shall be powered from T1-2. The outputs from the flasher shall be wired to T1-5 and T1-6.

7. **Fiber Optic Patch Panel**
The Contractor shall provide and install a rack-mounted fiber optic patch panel as identified in the Plans.

Cabinet Wiring
Terminal blocks TB1 through TB9 shall be installed on the Input Panel. Layout and position assignment of the terminal blocks shall be as noted in the Plans.

Terminals for field wiring in traffic data and/or ramp metering controller cabinet shall be labeled, numbered and connected in accordance with the following:

Terminal Block Pos.	Terminal and Wire Numbers	Connection Identification
TBS	501-502	AC Power, Neutral
T1-2	641	Sign on
T1-4	643	Sign off
T1-5	644	Flasher Output NC
T1-6	645	Flasher Output NO
T4-1	631	Lane 3 - Red
T4-2	632	Lane 3 – Yellow
T4-3	633	Lane 3 – Green
T4-4	621	Lane 2 - Red
T4-5	622	Lane 2 - Yellow
T4-6	623	Lane 2 – Green
T4-7	611	Lane 1 – Red
T4-8	612	Lane 1 – Yellow
T4-9	613	Lane 1 – Green

Loop lead-in cables shall be labeled and connected to cabinet terminals according to the ITS Field Wiring Chart. This chart will be provided by the Engineer within 20 days of the Contractor's request.

9-29.13(12) ITS cabinet:

Basic ITS cabinets shall be Model 334L Cabinets, unless otherwise specified in the Contract. Type 334L Cabinets shall be constructed in accordance with the TEES, with the following modifications:

1. The basic cabinet shall be furnished with only Housing 1 B, Mounting Cage 1, Service Panel #1, a Drawer Shelf, and Controller Unit Supports. Additional equipment may be specified as part of the cabinet function-specific standards.

2. Housing aluminum shall be 5052 alloy with mill finish. Painted or anodized aluminum is not allowed.

3. The door air filter shall be a disposable paper filter element of at least 180 square inches.

4. Locks shall be spring loaded construction core locks capable of accepting a Best 6-pin core. A 6-pin construction core of the type (Blue, Green, or Red) specified in the Contract shall be installed in each core lock. One core removal key and two standard keys (properly marked) shall be included with each cabinet and delivered to the Engineer upon Contract completion.

5. Each cabinet shall include a 120VAC electric strip heater with a rating of 100 watts, which shall be thermostat controlled. The heater strip shall be fed by wire with a temperature rating of 400°F or higher, and shall be shielded to prevent contact with wiring, equipment, or personnel. If the heater thermostat is separate from the fan thermostat, the heater thermostat must meet the same requirements a++++s the fan thermostat as defined in TEES.

6. Fluorescent fixtures or LED light strips (only one type per cabinet) for cabinet lighting. Color temperature shall be 4100K (cool white) or higher. Fluorescent fixtures shall use 12 inch (nominal), 8W, type T5 tubular bulbs contained within a shatterproof lamp cover. LED light strips shall be approximately 12 inches long, and have a minimum output of 320 lumens. There shall be two fixtures for each rack within the cabinet Lighting shall be ceiling mounted and oriented parallel to the door face – rack mounted lighting is not permitted. Lighting shall not interfere with the proper operation of any other ceiling mounted equipment. All lighting fixtures above a rack shall energize whenever either door to that respective rack is opened. Each door switch shall be labeled ~~L~~ight".

7. Each cabinet shall be equipped with a power distribution assembly (PDA) mounted in a standard EIA 19-inch (ANSI/EIA RS-310-C) rack utilizing no more than five Rack Mounting Units (RMU) (8.75 inches). The PDA shall include the following equipment:

    a. One duplex NEMA 5-15R GFCI receptacle on the front of the PDA.

    b. Four duplex NEMA 5-15R receptacles on the rear of the PDA. These receptacles shall remain energized on a trip or failure of the GFCI receptacle.

    c. Four 1P-15A, 120VAC Equipment/Field Circuit Breakers.

    d. Line filter meeting the requirements of 9-29.13(10)A.d.

    PDA components shall be mounted in or on the PDA such that they are readily accessible, provide dead front safety, and all hazardous voltage points are protected to prevent inadvertent contact.

8. Service Panel #1 shall include a service terminal block labeled ~~T~~TBS", a Tesco TES-10B or equivalent surge suppressor connected to provide power in line surge suppression, and a 1P-30A Main Breaker. The Service Panel Assembly (SPA) shown in the TEES shall not be included.

9. Each cabinet shall include a rack mounted fiber optic patch panel of the type specified in the Contract.

Cabinet drawings and wiring diagrams shall be provided in the drawer shelf. Additionally, an electronic (PDF format) copy of all drawings and wiring diagrams shall be provided.

9-29.16(1)A1 Conventional Optical System

This section's title is revised to read:

9-29.16(1)A1 Non-LED Optical System

9-29.16(1)D1 Electrical - Conventional
This section's title is revised to read:

9-29.16(1)D1 Electrical – Non-LED

9-29.20 Pedestrian Signals
This section is revised to read:

Pedestrian signals shall be Light Emitting Diods (LED) type.

The LED pedestrian signal module shall be operationally compatible with controllers and conflict monitors. The LED lamp unit shall contain a disconnect that will show an open switch to the conflict monitor when less than 60 percent of the LEDs in the unit are operational.

The Pedestrian signal heads shall be on the QPL or the Contractor shall submit a Manufacturer's Certificate of Compliance, in accordance with Standard Specification 1-06.3, with each type of signal head. The certificate shall state that the lot of pedestrian signal heads meet the following requirements:

1. All pedestrian signal heads shall be a Walk/Don't Walk module with a countdown display.

2. All pedestrian displays shall comply with the MUTCD and ITE publication ST 011B, VTCSH2 or current ITE Specification and shall have an incandescent appearance. The Contractor shall provide test results from a Nationally Recognized Testing Laboratory documenting that the LED display conforms to the current ITE and the following requirements:

   a. All pedestrian signals supplied to any one project shall be from the same manufacturer and type but need not be from the same manufacturer as the vehicle heads.

   b. Each pedestrian signal face shall be a single unit housing with the signal indication size, a nominal 16 inch x 18 inch with side by side symbol messages with countdown display.

   c Housings shall be green polycarbonate or die-cast aluminum and the aluminum housings shall be painted with two coats of factory applied traffic signal green enamel (Federal Standard 595-14056). All hinges and latches and interior hardware shall be stainless steel.

3. Optical units for traffic signal displays shall conform to the following:

   a. Pedestrian ~~"~~RAISED HAND" and ~~"~~WALKING PERSON" modules shall be the countdown display type showing the time remaining in the pedestrian change interval. When the pedestrian change interval is reduced due to a programming change, the display may continue to show the previous

pedestrian change interval for one signal cycle. During the following pedestrian change interval the countdown shall show the revised time, or shall be blank. In the event of an emergency vehicle preemption, during the following two cycles, the display shall show the programmed pedestrian change interval or be blank. In the event the controller is put in stop time during the pedestrian change interval, during the following two cycles the display shall show the programmed clearance or be blank. In the event there is railroad preempt during the pedestrian change interval, during the following two cycles the display shall show the programmed clearance or be blank. Light emitting diode (LED) light sources having the incandescent appearance are required for Portland Orange Raised Hand and the Lunar White Walking Person.

4. LED displays shall conform to the following:

   a. Wattage (Maximum): Portland Orange Raised Hand, 15 watts: Lunar White Walking Person, 15 watts.

   b. Voltage: The operating voltages shall be between 85 VAC and 135 VAC.

   c. Temperature: Temperature range shall be -35° F to +165° F.

   d. LED pedestrian heads shall be supplied with Z crate visors. Z crate visors shall have 21 members at 45 degrees and 20 horizontal members.

9-29.20(1) LED Pedestrian Displays
This section is deleted.

9-29.20(2) Neon Grid Type
This section is deleted.

9-29.24 Service Cabinets
In the first paragraph, the lettered items A-J are re-lettered to read B-K respectfully.

The first paragraph is supplemented with the following new lettered item:

A. Display an arc flash warning label that meets the requirements of ANSI Z535.

9-29.25 Amplifier, Transformer, and Terminal Cabinets
In item No. 2.C., ~~T~~ransformer 23.1 to 12.5 KVA" is revised to read ~~T~~ransformer 3.1 to 12.5 KVA" and the height column value of 40" is revised to read ~~4~~8".

The first and second sentences in the first paragraph are revised to read:

Amplifier and terminal and transformer cabinets shall be NEMA 3R and the following:

Item number 5 is revised to read:

5. All cabinets shall provide a gasketed door flange

Item number 7 is revised to read:

7. Insulated terminal blocks shall be 600 volt, heavy-duty, barrier type. The terminal blocks shall be provided with a field-side and a control-side connector separated by a marker strip. One spare 12-position insulated terminal block shall be installed in each terminal cabinet and amplifier cabinet.

Item number 8 is revised to read:

8. Each non-pad mounted Terminal, Amplifier and Transformer cabinet shall have 1/4 inch drain holes in back corners. Each pad mounted Terminal, Amplifier and Transformer cabinet shall drain to a sump and through a 3/8 inch diameter drain pipe to grade as detailed in the Standard Plans.

Item number 10 is revised to read:

10. Transformer cabinets shall have two separate compartments, one for the transformer and one for the power distribution circuit breakers. Each compartment shall be enclosed with a dead front. Each breaker shall be labeled with the device name by means of a screwed or riveted engraved name plate.

Section 9-34, Pavement Marking Material
August 5, 2013

9-34.2 Paint
The second paragraph is revised to read:

Blue and black paint shall comply with the requirements for 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 ration.

9-34.3(4) Type D – Liquid Cold Applied Methyl Metharcrylate
The column headings in the table titled ~~98~~:2 Formulations Type D – Liquid Cold Applied Methyl Methacrylate" are revised to read:

98:2 Formulations Type D – Liquid Cold Applied Methyl Methacrylate												
Property	D-1		D-2		D-3		D-4		D-5		D-6	
Test Method	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.

Section 9-36, Shaft-Related Materials
August 5, 2013

9-36.1(1) Permanent Casing
This section is revised to read:

Permanent casing shall be of steel base metal conforming to ASTM A 36, ASTM A 252 Grades 2 or 3, ASTM A 572, or ASTM A 588.

East Lake Sammamish
Master Plan Trail
North Sammamish Segment
Contract # C00796C13
Federal Aid # STPE-2017(126)

SPECIAL PROVISONS

King County, Washington

September 2013

9-18-13

King County

Special Provisions

EAST LAKE SAMMAMISH MASTER PLAN TRAIL – NORTH SAMMAMISH SEGMENT

Contract No.: C00796C13
Oracle Project No.: 1116983
Fed. Aid No.: STPE-2017(126)

SPECIAL PROVISIONS

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King County

SPECIAL PROVISIONS

EAST LAKE SAMMAMISH MASTER PLAN TRAIL - NORTH SAMMAMISH SEGMENT

Contract No. C00796C13
Oracle Project No. 1116983
Fed Aid No. STPE-2017(126)

DIVISION 1
GENERAL REQUIREMENTS

INTRODUCTION

The following Special Provisions in conjunction with the 2012 Standard Specifications for Road, Bridge and Municipal Construction and the foregoing Amendments to the Standard Specifications, issued by the Washington State Department of Transportation and the American Public Works Association, Washington State Chapter (Standard Specifications), and the 2007 King County Road Design and Construction Standards (KCRDCS), which were adopted by the King County Council, govern this Contract. These Special Provisions supersede the referenced portions of Standard Specifications. Where any provision of Standard Specifications is modified or deleted by these Special Provisions, the unaltered, remaining portions remain in full force and effect.

Copies of the Standard Specifications and KCRDCS are on file in the office of the County Road Engineer, Department of Transportation, Road Services Division, 3rd Floor, 201 South Jackson Street, Seattle, Washington, 98104-3856 where they may be examined.

Wherever reference is made in the Standard Specifications to the Secretary of Transportation or Engineer, such reference shall be construed to mean the King County Project Representative.

Several types of Special Provisions are included in this contract; WSDOT General, King County, American Public Works Association, and Project Specific. Special Provisions types are differentiated as follows:

(date WSDOT GSP)	WSDOT General Special Provision
(date KC GSP)	King County General Special Provision
(date APWA GSP)	American Public Works Association General Special Provision
(******)	Notes a revision to a General Special Provision and also notes a Project-Specific Special Provision.

DESCRIPTION OF WORK

The project provides for the improvement on former railroad bank from Kokomo Drive (in the vicinity of Inglewood Hill Road) to the Redmond/Sammamish City Limits, and other work, all in accordance with the attached Plans, these Special Provisions, the Standard Specifications, the KCRDCS, and the APWA/WSDOT Standard Plans for Road, Bridge, and Municipal Construction. This project work includes the removal of existing gravel trail and construction of approximately 2.5 miles of 12-foot-wide paved trail with gravel shoulders, concrete driveway crossings, and wetland mitigation planting. Other items of work include erosion control, site preparation, grading, structural earth wall, gravity block wall, soldier pile wall, fencing, stormwater conveyance system, culvert, signage, traffic control, utility adjustments, trail amenity items, and landscaping.

1-01 DEFINITIONS AND TERMS

1-01.3 DEFINITIONS

(******)

The definition for “Contracting Agency” is deleted and replaced with the following:

Contracting Agency

Agency of Government that is responsible for the execution and administration of the contract. Also means King County, Parks Department. In this Contract, King County Parks and Recreation, County, and Contracting Agency are used interchangeably.

The definition for “Engineer” is deleted and replaced with the following:

Engineer

The Contracting Agency’s representative who administers the construction program for the Contracting Agency and supervises the administration of the construction project for the Contracting Agency. In this Contract, this person is also called Project Representative.

The following definitions are added to this section:

Change Order

A document required by the Engineer which authorizes an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the effective date of the Agreement.

Contract Documents

The terms “Contract Documents” shall have the same meaning as Contract.

Contract Plans

In this Contract, it is also called Contract Drawings.

County

King County Parks and Recreation Division

Notice to Proceed

The written notice by the County to the Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform Contractor’s obligations under the Contract Documents.

Performance and Payment Bond

The definition is the same as that provided for the term "Contract Bond." If a bond is submitted, the Contractor will be required to submit a performance and payment bond, in triplicate, on the County provided form within 10 days of receipt of Notice of Selection.

Unifier

The collaborative web-based project management system used as a system of record for the project.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 PREQUALIFICATION OF BIDDERS

This section is deleted in its entirety and replaced 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.

1-02.4 Examination of Plans, Specifications and Site of Work1-02.4(1) GENERAL

(February 22, 2011 KC GSP)

The following paragraph is inserted before the last paragraph of this section:

If a Bidder, or Contractor, discovers any provision in the Plans, Specifications, or Contract which is contrary to or inconsistent with any law or regulation, such Bidder or Contractor shall immediately report this discovery in writing to the Engineer.

1-02.4(2) SUBSURFACE INFORMATION

(February 22, 2011 KC GSP)

In reference to this section, the soils information used for study and design of this project is available in the Appendix.

1-02.5 PROPOSAL FORMS

(February 22, 2011 KC GSP)

The following is inserted at the end of this section:

The Proposal invites bids on definite Plans and Specifications. Only the amounts and information asked for on the Proposal form furnished will be considered as the Bid. Each Bidder shall bid upon the work exactly as specified and as provided on the Proposal form.

1-02.6 PREPARATION OF PROPOSAL

(May 7, 2012 WSDOT GSP > $1,000,000, DBE COA)

The fourth paragraph of this section is deleted and replaced with the following:

The Bidder shall submit with the Bid a completed Disadvantaged Business Enterprise (DBE) Utilization Certification, when required by the Special Provisions. For each and every DBE firm listed on the Bidder's completed Disadvantaged Business Enterprise Utilization Certification, the Bidder shall submit written confirmation from that DBE firm that the DBE is in agreement with the DBE participation commitment that the Bidder has made in the Bidder's completed Disadvantaged Business Enterprise Utilization Certification. WSDOT Form 422 031 EF (Disadvantaged Business Enterprise Written Confirmation Document) is to be used for this purpose.

Bidder must submit good faith effort documentation only in the event the Bidder's efforts to solicit sufficient DBE participation have been unsuccessful. The Disadvantaged Business Enterprise Written Confirmation Documents and Disadvantaged Business Enterprise Good Faith Effort documentation shall be submitted with the Bid.

The following is added at the end of this section:

If the Contract provisions establish a minimum bid amount for any item, the bid for the item in the Proposal form shall equal or exceed that amount. If the Contractor's bid is less than the minimum specified amount, the County will unilaterally revise the bid amount to the minimum specified amount and recalculate the Contractor's total Bid amount. The corrected total Bid amount will be used by the County for award purposes and to fix the amount of the Contract bond.

1-02.8(3) CONFLICT OF INTEREST AND NON-COMPETITIVE PRACTICES

(NEW SECTION)

(February 22, 2011 KC GSP)

The Contractor shall comply with Chapter 3.04 of the King County Code, pertaining to conflicts of interest, and contingent fees and gratuities. Section 3.04.060 of the King County Code authorizes criminal liability, and civil penalties, including the cancellation of current contracts and disqualification from bidding for a two-year period, for any person who violates Section 3.04.060 of the King County Code.

1-02.9 DELIVERY OF PROPOSAL/DATE OF OPENING BIDS

(August 15, 2012 KC GSP)

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

Sealed Bids will be received at King County Procurement and Contract Services Section, Chinook Building, 401 Fifth Avenue, 3rd Floor, Seattle, Washington 98104 on the date and time specified in the Invitation to Bid, which precedes these Special Provisions, and then and there publicly opened and read aloud.

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.

1-02.10 WITHDRAWAL OR REVISION OF PROPOSAL

(February 22, 2011 KC GSP)

The following is added at the end of the last paragraph of this section:

No oral or telephonic proposals or modifications will be considered.

1-02.13 IRREGULAR PROPOSALS

(March 13, 2012 APWA GSP)

Item 1 in this section is deleted and replaced with the following:

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 102.6,

   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 Bidder's 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.

1-02.15 PRE AWARD INFORMATION

(October 1, 2005 APWA GSP)

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

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. A copy of State of Washington Contractor's Registration, or
8. 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(3) PROTEST PROCEDURES

(February 22, 2011 KC GSP)

The following is added at the end of this section:

Form of Protest: In order to be considered, a Protest shall be in writing, addressed to the Manager of the King County Procurement and Contract Services Section of the Department of Executive Services ("Manager"). A copy of the Protest shall be provided to the Contract Specialist identified in the Invitation to Bid. The Protest shall include the following:

1. The name, address, and phone number of the Bidder protesting, or the authorized representative of the Bidder;
2. The Solicitation Number and Title under which the Protest is submitted;
3. A detailed description of the specific grounds for Protest and any supporting documentation. It is the responsibility of the Protesting Bidder to supplement its Protest with any subsequently discovered documents prior to the Manager's decision; and
4. The specific ruling or relief requested.

Who May Protest.

1. Protests Pertaining to the Bid Documents Prior to Bid Opening: Any prospective Bidder.
2. Protests Following Bid Opening: Any Bidder who submitted a Bid to the County.

Time to Protest.

1. Protests prior to Bid Opening: Protests pertaining to the bid documents must be received by the County no later than ten (10) calendar days prior to the date established for submittal of Bids; provided however, if the tenth calendar day is a weekend or County holiday, the Protest must be received by noon the following business day.

2. Protests Following Bid Opening: The County must receive protests based on all other circumstances within five (5) calendar days after the protesting Bidder knows or should have known of the facts and circumstances upon which the Protest is based; provided however, if the fifth calendar day is a weekend or County holiday, the Protest must be received by noon the following business day.

3. In no event shall a Protest be considered if all bids are rejected or after execution of the Contract.

Determination of Protest. Upon receipt of a timely written Protest, the Manager shall investigate the Protest and shall respond in writing to the Protest prior to Contract Execution. Except as provided below, the decision of the Manager shall be final.

Reconsideration of Manager's Decision. The Protester may request that a Manager's decision be reviewed by the Finance and Business Operations Division Director of the King County Department of Executive Services ("Finance Director") on a reconsideration basis only. The only justifications for reconsideration are (1) new data, relevant to the underlying grounds for the Protest and unavailable at the time of the Protest to the Manager; or (2) the Manager made an error of law or regulation. The following procedures shall be followed for a reconsideration of the Manager's decision:

1. Form of Request for Reconsideration. In order to be considered, a Request for Reconsideration must be filed with the Finance Director in writing, with copies provided to the Manager and Contract Specialist, and include:

   a. Name, address, and telephone number of the person protesting or their authorized representative;

   b. A copy of the original Protest, including supporting documents;

   c. A copy of the written decision of the Manager; and

   d. Include all pertinent facts and law on which the Protester is relying.

2. Time for Filing Request for Reconsideration. The Protester seeking Reconsideration must file its request no later than two (2) business days after receiving the Manager's written decision.

3. Review of Manager's Decision. Upon receipt of a Request for Reconsideration, the Finance Director or his/her designee shall review all information submitted with the Request and issue a final written determination.

4. Contract Execution: If a timely Request for Reconsideration is filed, the County will not execute a contract any sooner than two (2) business days after issuance of the final determination regarding the Request for Reconsideration.

Failure To Comply: Failure to comply with the procedures set forth herein may render a Protest or request for Reconsideration untimely or inadequate and may result in the denial or the Protest or Request for Reconsideration by the County.

Exhaustion of Administrative Remedies: As a mandatory condition precedent to initiating a lawsuit against the County, a Protestor shall comply with the Protest and Reconsideration Procedures defined herein.

Venue: By submitting a bid in response to the Invitation to Bid and for the convenience of the parties, the Bidder/Protester acknowledges and agrees that a lawsuit of action related to or arising out of this procurement shall be brought in the Superior Court of King County, Washington.

1-03.3 EXECUTION OF CONTRACT

(February 22, 2011 KC GSP)

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

Copies of the Contract Provisions, including the unsigned Form of Contract, will be included with the Notice of Selection from the County for signature by the successful Bidder. The number of copies to be executed by the Contractor will be determined by the County.

Within ten (10) business days after receiving the Notice of Selection, the successful Bidder shall return the signed County-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 County, the successful Bidder shall provide any pre-award information the County may require under Section 1-02.15.

Until the County executes a Contract, no Proposal shall bind the County, nor shall any Work begin within the project limits or within County-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 County.

If the Bidder experiences circumstances beyond their control that prevents return of the Contract documents within 10 days after receiving the Notice of Selection, the County may grant up to a maximum of 10 additional days for return of the documents, provided the County deems the circumstances warrant it.

1-03.3(1) REQUIRED SUBMITTALS PRIOR TO CONTRACT EXECUTION

(NEW SECTION)

(October 18, 2011 KC GSP)

Bidders are not required to submit the forms listed in this section with submittal of proposals. All forms listed must be submitted in accordance with the instructions below. Current versions of all forms are available for review and download at www.kingcounty.gov/procurement/forms.aspx.

Forms numbered 1-9 must be submitted within ten (10) calendar days after receipt of the Notice of Selection. Contracts will not be executed without receipt of the following documents from the selected Bidder.

1. Contractor's Compliance Statement (Executive Order No. 11246)

2. Certification of Nonsegregated Facilities (Contractor)
3. Bidder Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Lower Tier Covered Transactions
4. Certification for Contracts, Grants, Loans, and Cooperative Agreements
5. Lower Tier Participant Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (Contractor)
6. Disclosure of Lobbying Activities
7. W-9 Request for Taxpayer Identification Number
8. List of Subcontractors and Suppliers
9. Certificate of Insurance and Additional Insured Endorsement

In addition, the following shall be submitted within ten (10) calendar days after receipt of the Notice of Selection.

1. A list of all firms who submitted a Bid or quote in an attempt to participate in this project whether they were successful or not. Include the correct business name, federal employer identification number (optional), and a mailing address.

1-03.3(2) ESCROW BID DOCUMENTATION
(NEW SECTION)
(******)

This specification specifies the submittal, use, and preservation of Bidder's (Contractor's and subcontractor's) Escrow Bid Documentation, as defined herein. The Bid Documents provided by the Bidders(s) shall be specific enough that a third person could look at the Bid Documents and determine the labor, material and equipment costs for each individual bid item in the Contract Proposal. The Bid Documents should also identify field and home office overhead and profit.

Bidder Responsibilities: The apparent low Bidder and second low Bidder shall submit a legible copy of any and all Escrow Bid Documentation used to prepare the bid for this Contract and an executed Escrow Bid Documentation Agreement, in the Appendix, no later than the time specified under the subtitle "Delivery of Bid Documentation to the County".

The County may also request Bid Documentation from any other Bidder and such Bid Documentation shall be provided to the County within two (2) business days of such request.

Escrow Bid Documentation Definition: The terms "Escrow Bid Documentation", "Bid Documentation", "Bid Documents" and "Documents" as used in this Specification include but are not limited to the following documents:

1. Quotes from subcontractors, suppliers, subconsultants, and materialmen with any and all backup documentation;
2. Takeoff sheets, cut and add sheets, and any and all backup documentation;

3. Any and all writings, drafts, working papers, take off sheets, phone logs, computer printouts, charts, electronic data, spreadsheets, drawings, scope of work narratives or outlines, photographs, and any other documentation or data compilations which contain or reflect any and all information, data, and calculations compiled to, referred to, related to, and/or used to:
   a. estimate and/or prepare the bid;
   b. estimate productivity, types of equipment and materials, and manpower; and
   c. estimate, determine, evaluate, and/or compare equipment rates, labor rates, efficiency
      or productivity factors, and overhead and profit rates.
4. Any and all survey notes or calculations, and/or site visit notes or documents; and
5. Any and all manuals, books, and/or reference guides which were used by the Bidder in determining the bid for this Contract. If such manuals, books, and/or reference guides are standard in the industry, they may be included in the Bid Documentation by reference provided the reference includes the title, edition, publication date, and author. At the request of the County, the Bidder shall provide a copy of the manuals, books, and reference guides at no cost to the County.

If Bidders provide rolled up take off sheets or electronic data for any aspect of the Escrow Bid Documentation, Bidders must also provide the backup documentation supporting the rolled up take off sheets and electronic data.

The Bidder(s) shall provide the Escrow Bid Documentation as defined above for all subcontractors, suppliers, and materialmen.

The term Escrow Bid Documentation does not include the bid documents provided by King County for use by the Bidders in bidding on this Contract.

Unsuccessful Bidders shall not destroy, throw away, write over any Escrow Bid Documentation or any other documentation used in, referenced, referring to the Bidder's bid until the return of the Bidder's bid bond by King County.

Delivery Of Bid Documentation To The County: Within four (4) business days after bid opening the apparent low Bidder and second low Bidder shall submit Bid Documentation to **Crystal Graham, King County Procurement and Contract Services Section, Chinook Building, 401 – 5th Avenue, 3rd Floor, Seattle, Washington.**

If a Bidder has submitted Escrow Bid Documentation pursuant to this section, but does not become the Contractor, its Escrow Bid Documentation will be returned with its bid bond.

Escrow Bid Documentation shall be submitted as follows:

1. All Escrow Bid Documentation shall be in folder(s) or three-ring binder(s). The folder(s) or three ring binder(s) shall be clearly marked "Escrow Bid Documentation - Contract No. C00796C13**"** and shall contain the Bidder's name, contact person, telephone number, and date of submittal. Such Escrow Bid Documentation shall be kept by King County Procurement and Contract Services Section (PCSS) in a separate sealed container for the duration of the Contract.

2. Bidders shall mark any of all of pages of the Bid Documentation it considers proprietary or confidential accordingly. Such information will be treated as such by King County; however, the County cannot insure that this information would not be subject to release pursuant to a public disclosure request. In the event the County receives a request for such information, the County will immediately advise the Bidder and will not release the marked documents for a period of not less than ten days in order to give the Bidder an opportunity to obtain a court order prohibiting the release of the information in response to the public disclosure request.
3. The writing on the pages shall be legible.
4. The paper shall be white in color or some other light (neutral) colored paper.

Bidders shall include with their Escrow Bid Documentation an affidavit signed under oath by an individual authorized by the Bidder to execute bids and contracts.

1. The affidavit shall list each document with sufficient specificity and reference page number(s) so that a comparison can be made between the list, the Contract specification numbers, and the Bid Documentation to ensure that all Escrow Bid Documentation listed in the affidavit has been enclosed and that all documentation has been provided to the County.
2. The affidavit shall state that the affiant has personally examined the Escrow Bid Documentation and that any and all documentation that was used in preparing the bid and that supports how the bid price was calculated was provided to the County.

Documents listed in the affidavit but not included in the folder(s) or three ring binder(s) through error or oversight by the Bidder shall be submitted to the County within two business days after notification from the County that Bid Documentation is missing or within two business days after the Bidder becomes aware of the error.

Prior to Contract execution, the County and the apparent low Bidder shall meet to review the Bid Documentation to ensure that the submitted Bid Documentation satisfies the requirements of this Specification.

If the County determines that the Escrow Bid Documentation is illegible, not electronically accessible, or not submitted in accordance with this section, the Bidder shall:

1. Provide legible copies of the Bid Documentation;
2. Supply the software necessary to access the of the Bid Documentation; and,
3. Comply with the requirements of this section within two business days of the County's request.

If the County believes that the Bidder has not provided all Escrow Bid Documentation, the Bidder must, within two business days of the County's request, supply additional documentation or an explanation as to why the documentation does not exist.

Failure to submit Escrow Bid Documentation within the times prescribed, failure to be cooperative with the County in providing the Bid Documentation, and destruction of Bid Documents is just reason for a Bidder to be found not responsible and the County may reject the Bidder as not responsible.

Use of Bid Documentation: The Bidder(s)/Contractor agrees that the Escrow Bid Documentation shall contain all documentation used in preparing the bid. No other Bid Documentation concerning the Contractor's calculation of its bid shall be utilized by the Contractor during disputes and/or litigation of claims brought by the Contractor arising out of this Contract, unless otherwise approved by King County.

The Escrow Bid Documentation may be reviewed and used by the County to determine the Contractor's bid concept, to evaluate the Contractor's breakdown of contract price, evaluate productivity and schedule, negotiate price adjustments under the Contract, evaluate Requests For Information, Requests For Change Order, Change Proposals, Claims or for any other reason related to the Contract.

The County may copy the Escrow Bid Documents and may provide the working copy(s) to County personnel, agents, or consultants. The County, its agents, and consultants, may maintain such working copies of the Bid Documents and at the request of Project Representative, all copies of Escrow Bid Documents will be returned to PCSS or destroyed.

If a Disputes Review Board or mediator is used to resolve disputed claims, the Board members and/or mediator shall have unrestricted use and access to the Escrow Bid Documentation for purposes of evaluating, understanding, resolving and settling disputes/claims. The Dispute Review Board or Mediator shall maintain submitted documents in a sealed file, marked confidential and proprietary and returned to PCSS at the conclusion of the DRB or mediation process.

1-03.4 CONTRACT BOND

(August 5, 2013 WSDOT GSP)

The following is added at the end of this section:

Release of Contract Bond will be 60 days following Contracting Agency Final Acceptance of Contract and Notice of Completion (NOC) being sent to the Washington State Department of Labor and Industries, Washington State Department of Revenue and Washington State Employment Security Department, provided following conditions are met:

1. Payment to the State with respect to taxes imposed pursuant to Title 82, RCW on Contracts totaling more than $ 35,000, a release has been obtained from the Washington State Department of Revenue.

2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).

3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.

4. Washington State Department of Labor and Industries (per Section 1-07.10) shows the Contractor, Subcontractor(s) and any lower tier Subcontractor(s) are current with payments of industrial insurance and medical aid premiums.

5. All claims, as provided by law, filed against the Contract Bond have been resolved.

1-03.7 JUDICIAL REVIEW

(February 22, 2011 KC GSP)

The last sentence of this section is deleted and replaced with the following:

Such review, if any, shall be timely filed in the Superior Court of King County, Washington.

1-04 SCOPE OF THE WORK

1-04.1 INTENT OF THE CONTRACT

(February 22, 2011 KC GSP)

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

It is the intent of the Contract Documents to describe a functionally complete Project to be constructed in accordance with the Contract Documents. Any Work, materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be furnished and provided whether or not specifically called for. When words which have a well- known technical or trade meaning are used to describe Work, materials, or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the County, Contractor, or Engineer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the Engineer, or any of the Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work.

If, during the performance of the Work, the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor shall so report to the Engineer or the Engineer's authorized assistant in writing at once and before proceeding with the Work affected. The Contractor thereby shall obtain a written interpretation or clarification from the Engineer.

1-04.2 COORDINATION OF CONTRACT DOCUMENTS, PLANS, SPECIAL PROVISIONS, SPECIFICATIONS AND ADDENDA

(February 22, 2011 KC GSP)

The precedence list in the second paragraph of this section is deleted and replaced with the following:

1. Change Order
2. Agreement Form
3. Addenda
4. Proposal Form

5. Special Provisions, including permit conditions
6. Contract Plans
7. Amendments to the Standard Specifications
8. Standard Specifications
9. King County Road Design and Construction Standards
10. Standard Plans
11. Remainder of Contract Documents

1-05 CONTROL OF WORK

1-05.1 AUTHORITY OF THE ENGINEER

(February 22, 2011 KC GSP)

The following is inserted at the beginning of this section.

The Engineer is the County's point of contact for the Contractor. The County shall identify a Project Engineer and Inspector and delineate the Project Engineer's and Inspector's authority prior to or concurrent with the County's issuance of the Notice to Proceed. Unless the County, in writing, indicates otherwise, the authority to (1) commit to or bind the County to any Change Orders or (2) sign the Contract or Change Orders rests solely in the King County Executive or its designee. When appropriate, the Engineer shall provide the Contractor with a delegation of authority which identifies the person who has authority to sign the Contract and/or bind the County to changes in Contract Price.

The Engineer shall be responsible for ensuring strict compliance with the terms of the Contract and safeguarding the interest of the County in its contractual relationships. The Engineer shall have the authority to administer the Contract. Administration of the Contract by the Engineer includes but is not limited to:

1. Receiving all correspondence and information from the Contractor;
2. Issuing Field Directives;
3. Issuing Request for Change Proposals;
4. Responding to Requests For Information;
5. Reviewing the schedule of values, project schedules, submittals, testing and inspection reports, substitution requests, and other documentation submitted by the Contractor;
6. Negotiating Change Proposals and Change Orders;
7. Recommending Change Orders for approval by the King County Executive or its designee;
8. Issuing decisions with respect to Requests for Change Orders and Claims;
9. Processing payment requests submitted by the Contractor, and recommending payment;

10. Monitoring the quality of the work and recommending acceptance of the work;

11. Transmitting executed Change Orders, Amendments, and other Contract Documents to the Contractor; and

12. Performing all other Contract administrative functions.

All correspondence, questions, and/or documentation shall be submitted to the Engineer and the Engineer shall disseminate such documentation appropriately.

The Engineer may designate an authorized assistant to perform functions under the Contract, such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical or administrative nature. The Engineer will provide a written notice of such designation to the Contractor. The Engineer may add to or modify in writing these designations from time to time. The designation letter will set forth the authorities and limitations of the authorized assistants under the Contract. The Engineer authorized assistants cannot grant greater authority than the authority of the Engineer.

1-05.3 PLANS AND WORKING DRAWINGS

(February 22, 2011 KC GSP)

The second paragraph of this section is deleted and replaced with the following:

In the event that it is found that the instructions and drawings contained in the Contract Documents are not sufficiently clear to permit the Contractor to proceed with the Work, the Engineer will either upon his own motion or upon request from the Contractor, furnish such additional written instructions together with such additional drawings as may be necessary. When such request is made by the Contractor it must be made in ample time to permit the preparation of the instructions and drawings by the Engineer before construction of the Work covered by them is undertaken. Such additional instructions and drawings will not be inconsistent with the Contract Documents and shall have the same force and effect as if contained in the Contract Documents.

1-05.4 CONFORMITY WITH AND DEVIATIONS FROM PLANS AND STAKES

Section 1-05.4 is supplemented with the following:

(April 4, 2011 WSDOT GSP)
Contractor Surveying – Structure

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 bridges, noise walls, and retaining walls. 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 by the Contractor 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, by placing hubs and/or marked stakes, the location with offsets of foundation shafts and piles.

3. Establish offsets to footing centerline of bearing for structure excavation.

4. Establish offsets to footing centerline of bearing for footing forms.

5. Establish wing wall, retaining wall, and noise wall horizontal alignment.

6. Establish retaining wall top of wall profile grade.

7. Establish elevation benchmarks for all substructure formwork.

8. Check elevations at top of footing concrete line inside footing formwork immediately prior to concrete placement.

9. Check column location and pier centerline of bearing at top of footing immediately prior to concrete placement.

10. Establish location and plumbness of column forms, and monitor column plumbness during concrete placement.

11. Establish pier cap and crossbeam top and bottom elevations and centerline of bearing.

12. Check pier cap and crossbeam top and bottom elevations and centerline of bearing prior to and during concrete placement.

13. Establish grout pad locations and elevations.

14. Establish structure bearing locations and elevations, including locations of anchor bolt assemblies.

15. Establish box girder bottom slab grades and locations.

16. Establish girder and/or web wall profiles and locations.

17. Establish diaphragm locations and centerline of bearing.
18. Establish roadway slab alignment, grades and provide dimensions from top of girder to top of roadway slab. Set elevations for deck paving machine rails.
19. Establish traffic barrier and curb profile.
20. Profile all girders prior to the placement of any deadload or construction live load that may affect the girder's profile.

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 the following primary survey and control information:

1. Descriptions of two primary control points used for the horizontal and vertical control. 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.
2. Horizontal coordinates for the centerline of each bridge pier.
3. Computed elevations at top of bridge roadway decks at one-tenth points along centerline of each girder web. All form grades and other working grades shall be calculated by the Contractor.

The Contractor shall give the Contracting Agency three weeks notification to allow adequate time to provide the data outlined in Items 2 and 3 above. The Contractor shall ensure a surveying accuracy within the following tolerances:

	Vertical	**Horizontal**
Stationing on Structures		±0.02 feet
Alignment on Structures		±0.02 feet
Superstructure Elevations	±0.01 feet variation from plan elevation	
Substructure	±0.02 feet variation from plan grades.	

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 the following items, the Contractor shall perform independent checks from different secondary control to ensure that the points staked for these items are within the specified survey accuracy tolerances:

1. Piles
2. Shafts
3. Footings

4. Columns

The Contractor shall calculate coordinates for the points associated with piles, shafts, footings and columns. The Contracting Agency will verify these coordinates prior to issuing approval to the Contractor for commencing with the survey work. The Contracting Agency will require up to seven calendar days from the date the data is received to issuing approval.

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.

Payment

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

"Structure Surveying", lump sum.

The lump sum contract price for "Structure 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.

(April 4, 2011 WSDOT GSP)

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. The Contractor shall collect additional topographic survey data as needed in order to match into existing roadways such that the transition from the new pavement to the existing pavement is smooth and that the pavement and ditches drain properly. If changes to the profiles or roadway sections shown in the contract plans are needed to achieve proper smoothness and drainage where matching into existing features, 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.

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.

1-05.5 RECORD DRAWINGS AND CONTRACT DOCUMENTS

(NEW SECTION)
(February 22, 2011 KC GSP)

The Contractor shall keep one copy of the Contract Documents, including the Standard Specifications on the job site, in good order, available to the Engineer; the Engineer's authorized assistants and the County.

The Contractor shall maintain, updated on a daily basis at the job site, and make available to the Engineer on request, a record set of the Plans accurately marked to indicate modifications in the completed work that differ from the design information shown in the Plans.

(******)
The Contractor shall maintain a set of full sized redlined drawings throughout the life of the project and be required to submit all redlined drawings necessary for the Owner to create accurate as-built records upon project completion. Redlined Drawings shall indicate all areas that deviate from the design Plans. A survey by a licensed Professional Land Surveyor will not be required for Redlined Drawings.

The Contractor shall update redlined drawings on a daily basis and submit status and markups information on full sized drawings to the Project Representative on a monthly basis. The markups and status update shall be submitted no later than 5 days after the quantity cut-off date for each progress payment. Marked up drawings shall be made available for review at all times on site.

On a monthly update, the redlined drawings shall indicate the following:

1. Work accomplished in the prior month.
2. Field changes of dimensions and details made by the Contractor.
3. Changes made by Change Order or Field Order.
4. Dimensional location of all existing and new underground features.
5. Work completed and not included in the redlined drawings will not be included for payment in progress payments.
6. Full sized contract drawings shall be marked by waterproof felt tip pens and follow these color coding:
    - Red: Document changes
    - Yellow: Work installed without change
    - Orange: Dimensional and other notations
    - Green: Work deleted.
7. Redlined Drawings must be submitted and approved by the County prior to issuance of the Notice of Physical Completion.
8. Redlined drawings shall also identify all existing or abandoned utilities that were found during construction and not shown on the original Contract Drawings.

All costs associated with this effort for redlined drawings shall be included in the unit bid price of "Redlined Drawings". Payment for this bid item will be made in full upon submittal of the final redlined drawing and issuance of substantial completion. No prorated and partial payments will be made during the project duration.

1-05.7 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

(February 22, 2011 KC GSP)

The following is added at the end of this section:

Any nonconforming or defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness, failure to furnish materials or to perform the Work in accordance with the Contract Documents, or any other cause found to exist during construction or prior to final acceptance, shall be removed immediately and replaced by work and materials which shall conform to the Contract Documents or shall be remedied otherwise in a manner acceptable to and as authorized by the Engineer. These provisions shall have full effect regardless of the fact that the defective work was performed, or the defective materials were used, with the full knowledge of the Engineer. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of Work or a waiver. Nothing stated herein shall be deemed to shorten the term of any statute of limitations applicable to claims which the County may have against the Contractor.

Work done contrary to or regardless of the instructions of the Engineer, work done beyond the requirements of the Contract Documents, or any extra or additional Work done without authority, will be considered as unauthorized and will not be paid for by the County, even if retained. Work so performed may be ordered removed or replaced at the Contractor's expense.

While the Engineer will endeavor to point out to the Contractor any defective work which comes to the attention of the Engineer during these observations, the Engineer's failure to do so shall not constitute the basis of any claim, suit or cause of action by the Contractor or any other party against the Engineer or the County, and shall not excuse nonconforming or defective work by the Contractor.

The Engineer or the County shall be allowed access to all parts of the Work at all times and shall be furnished with every reasonable facility for ascertaining whether the Work as performed is in accordance with the requirements and intent of the Plans and Specifications. If directed by the Engineer, the Contractor, at any time before acceptance of the Work, shall remove or uncover such portions of the finished Work. After examination, the Contractor shall restore said portions of the Work to the standards required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed, will be paid for as provided under Section 1-04.4, but should the work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense. Observation of the Work by the Engineer shall not be considered as direct control of the individual workman and his work. The direct control shall be solely the responsibility of the Contractor.

1-05.8 SITE SAFETY PROGRAM

(NEW SECTION)
(******)

The Contractor shall prepare and provide to the County a written site specific Safety Program demonstrating the methods by which all applicable safety requirements required by local, State, and Federal regulations and by this Contract will be met. The Contractor shall ensure its subcontractors have a written Safety Program or formally adopt the Contractor's site specific Safety Program. The Contractor shall designate a Safety Officer who shall be responsible for proper implementation of the Safety Program. The Contractor shall submit six (6) copies of its Safety Program and the Subcontractor's Safety Program to the County on or before the Pre-Construction Conference. The County's review of such Programs shall not be deemed to constitute approval or acceptance thereof and shall not relieve or diminish the Contractor's sole responsibility for Site safety.

The Contractor shall conduct a weekly safety audit meeting with all subcontractors and others on the Site performing Work hereunder to discuss general and specific safety matters. The Contractor shall provide upon request, notice of each meeting to the County. At the County's request the Contractor shall provide the County with a record of each meeting, including a sheet on which each attendee signed in and a list of the matters discussed.

As part of the safety program, maintain at the job site, safety equipment applicable to the work as prescribed by the governing safety authorities and all articles necessary for giving first-aid to the injured.

Contractor shall train all personnel in use of the appropriate safety equipment that would be utilized during the course of their work. It is the responsibility of the Site Officer, and the Contractor's person(s) in authority, to ascertain that all safety equipment is being used when appropriate.

1-05.8(1) SITE SAFETY AND HEALTH OFFICER

(NEW SECTION)
(******)

Contractor shall provide a person designated as the Site Safety and Health Officer, who is thoroughly trained in rescue procedures and the use of safety equipment appropriate to the work provided for in this Contract. The person must be present at all times while work is being performed and implement the written site safety and health plan and conduct testing as necessary.

Contractor shall provide the Site Safety and Health Officer with the delegated authority to order any person or worker on the project to follow the safety rules. Failure to observe these rules is sufficient cause for removal of the person or worker(s) from this project.

The Site Safety and Health Officer shall have taken the necessary training to oversee the work provided for in this Contract. A copy of the Site Safety and Health Officer's 40 hour OSHA Hazmat Certificate shall be submitted to the Engineer or attached to the Health and Safety Plan, on or before the Pre-Construction Conference.

The Site Safety and Health Officer is responsible for determining the extent to which any safety equipment and Personal Protective Equipment (PP.) must be utilized, depending on conditions encountered at the site.

No separate payment will be made for preparing and implementing an adopted Site Safety Porgram, Full compensation for preparing and implementing the site safety program will be

considered as included in the Contract unit prices paid for the various items of Work involved, and no additional compensation will be made.

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.

1-05.12 FINAL ACCEPTANCE

(February 22, 2011 KC GSP)

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

The Contractor must perform all the obligations under the Contract before a completion date and final acceptance can occur. Failure of the Contractor to perform all the obligations under the Contract shall not bar King County from unilaterally accepting the Contract as provided in Section 1-09.9. The Director of Transportation, or a duly authorized assistant, accepts the completed contract and the items of work shown in the Comparison of Quantities by signature of the Notice of Completion and Acceptance. The date of that signature constitutes the acceptance date. Progress estimates or payments shall not be construed as acceptance of any work under the Contract.

The Contractor agrees that neither completion nor final acceptance shall relieve the Contractor of the responsibility to indemnify, defend and protect King County against any claim or loss resulting from the failure of the Contractor (or the subcontractors or lower-tier subcontractors) to pay all laborers, mechanics, subcontractors, materialpersons or any other person who provides labor, supplies or provisions for carrying out the Work.

Final acceptance shall not constitute acceptance of any unauthorized or defective work or material. King County shall not be barred from requiring the Contractor to remove, replace, repair or dispose of any unauthorized or defective work or material or from recovering damages for any such work or material.

1-05.13 SUPERINTENDENTS, LABOR AND EQUIPMENT OF CONTRACTOR

(February 22, 2011 KC GSP)

The seventh paragraph in this section is deleted and replaced with the following:

Whenever the Contracting Agency evaluates the Contractor's qualifications pursuant to Section 1-02.1, it will take these performance reports into account.

(******)

The on-site superintendent shall have past experience supervising projects with soldier pile and structural earth wall construction, construction within environmentally sensitive areas and work areas in close proximity to homeowners, and supervising multiple work crews. The superintendent shall have past experience supervising the day-to-day on-site activities on no less than three (3) substantially completed construction projects involving a public road or trail within the last seven (7) years, where the price of each identified project totaled at least $3,000,000 and at least one (1) of the identified projects was one (1) mile or more in length.

1-05.14 COOPERATION WITH OTHER CONTRACTORS

(March 13, 1995 WSDOT GSP)

Section 1-05.14 is supplemented with the following:

Other Contracts Or Other Work

It is anticipated that the following work adjacent to or within the limits of this project will be performed by others during the course of this project and will require coordination of the work:

*** Power Pole Relocation and Adjustment by Puget Sound Energy***

(******)

The Contractor shall coordinate with other Contractors of public utilities who will work within the project vicinity and shall be responsible to ensure other Contractors perform their works in accordance to NDPES permit requirements.

1-05.15 METHOD OF SERVING NOTICES

(March 25, 2009 APWA GSP)

The second paragraph in this section is deleted and replaced with the following:

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.

1-05.16 WATER AND POWER

(NEW SECTION)

(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.

1-06 CONTROL OF MATERIAL

1-06.1 APPROVAL OF MATERIALS PRIOR TO USE

(February 22, 2011 KC GSP)

The first sentence of this section is deleted and replaced with the following:

Prior to use or delivery to the project site, the Contractor shall notify the Engineer of all proposed materials. The Contractor shall use the Request for Approval of Material Sources (RAMS) form. These sources must be approved by the Engineer before delivery to the project site begins. The Contractor may utilize pre-approved materials shown on the Qualified Products List (QPL), but submittal of such items shall be documented on a RAMS.

1-06.1(2) REQUEST FOR APPROVAL OF MATERIAL (RAM)

(February 22, 2011 KC GSP)

The first paragraph of this section is deleted and replaced with the following:

The Request for Approval of Material Sources (RAMS) shall be used for all materials to be incorporated into the work. The RAMS shall be prepared by the Contractor in accordance with the instructions on the form and submitted to the Engineer for approval before the material is delivered to the project site or incorporated into the Work. When pre-approved items from the QPL are proposed, a copy of the applicable page from the QPL, marked per the instructions in the QPL, shall be submitted with the RAMS.

1-06.1(2)A BUY AMERICA

(NEW SECTION)

(August 6, 2012 WSDOT GSP)

In accordance with the 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.

1-06.2 ACCEPTANCE MATERIALS

1-06.2(1) SAMPLES AND TESTS FOR ACCEPTANCE

(February 22, 2011 KC GSP)

The first sentence of the fifth paragraph of this section is deleted and replaced with the following:

> All field and laboratory and materials testing by the Engineer will follow methods described in the Contract Documents, in the Washington State Department of Transportation Materials Manual, or ASTM or AASHTO national standard test procedures, using qualified testing personnel and calibrated or verified equipment.

1-06.3 MANUFACTURER'S CERTIFICATE OF COMPLIANCE

(February 22, 2011 KC GSP)

The third paragraph of this section is deleted and replaced with the following:

The Manufacturer's Certificate of Compliance must identify the manufacturer, the type (and lot number, if applicable) and quantity of material being certified, the applicable Specifications being affirmed, and the signature of a responsible corporate official of the manufacturer and include supporting mill tests or documents. An invoice and a Manufacturer's Certificate of Compliance shall be furnished with each truckload of material delivered to the Work and the truckload so certified shall be clearly identified in the certificate.

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 SALES TAXES

(June 27, 2011 WSDOT GSP)

The third paragraph of this section is deleted and replaced with the following:

The Contracting Agency will release the Contract Bond only if the Contractor has obtained from the State Department of Revenue a certificate showing that all Contract-related taxes have been paid.

The following is inserted at the end of this section:

The Work on this Contract will be performed upon non-State lands. The Contractor shall pay State sales tax in accordance with the provisions of Section 1-07.2(1).

1-07.5 ENVIRONMENTAL REGULATIONS

(September 20, 2010 WSDOT GSP)

Section 1-07.5 is supplemented with the following:

Environmental Commitments

The following Provisions summarize the requirements, in addition to those required elsewhere in the Contract, imposed upon the Contracting Agency by the various documents referenced in the Special Provision PERMITS and LICENSES. Throughout the work, the Contractor shall comply with the following requirements:

(August 3, 2009 WSDOT GSP)

Heavy equipment working in wetlands or mudflats must be placed on mats or other measures taken to minimize soil disturbance as approved by the Engineer.

(August 3, 2009 WSDOT GSP)

Materials placed below OHW or MHHW may not consist of trash, debris, car bodies, asphalt, or other potentially contaminating materials.

(August 3, 2009 WSDOT GSP)

The Contractor shall notify the Engineer a minimum of 15 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 WSDOT GSP)

No Contractor staging areas will be allowed within *** 150 *** feet of any waters of the State including wetlands.

(August 3, 2009 WSDOT GSP)

The intentional bypass of stormwater from all or any portion of a stormwater treatment system is prohibited without the approval of the Engineer.

(August 3, 2009 WSDOT GSP)

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(4)A FUGITIVE DUST

(NEW SECTION)

(******)

The Puget Sound Clean Air Agency and King County recognize that fugitive dust from construction projects can become an air pollution problem; both organizations share the goal of controlling fugitive dust emissions.

Fugitive Dust control planning represents a partnership between the County, the Contractor, its subcontractors and any other parties whose activities during the project may lead to the generation of fugitive dust. Such a partnership extends to legal responsibilities as well: all parties can be held liable for non-compliance and subsequent regulatory actions up to and, including monetary liabilities.

The Contractor shall prepare and implement a Fugitive Dust Control Plan (FDCP) in accordance with Section 8-31 of these Special Provisions. The FDCP shall reflect conditions specific to the project site, the Contractor's operations, and the schedule of work. At a minimum, the Contractor shall develop FDCP in accordance with the Best Management Practices (BMPs) identified in the Associated General Contractors of Washington Education Foundation and Fugitive Dust Task Force pamphlet, "Guide To Handling Fugitive Dust From Construction Projects."

1-07.5(5) RECYCLED PAPER PRODUCTS

(NEW SECTION)
(February 22, 2011 KC GSP)

The Contractor shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract. If the cost of recycled is more than fifteen percent higher than the cost of non-recycled paper, the Contractor shall notify the County, who may waive the recycled paper requirement.

The Contractor agrees to use both sides of paper sheets for copying and printing, and to use recycled/recyclable products wherever practical.

1-07.6 PERMITS AND LICENSES

(February 22, 2011 KC GSP)

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

King County has obtained the following permits and approvals for construction of this project:

Federal Permits and Approvals:

Section 404 Nationwide Permit # 23

Washington State Permits and Approvals:

Hydraulic Project Approval (HPA)

King County Department of Permitting and Environmental Review:

Clearing and Grading Permit

Shoreline Substantial Development Exemption

The Contractor shall comply with all provisions of the permits and approvals. All contacts with permitting agencies concerning the permits and/or approvals shall be through the Engineer.

All other permits and licenses required for the construction of this project shall be obtained by the Contractor. All permits and licenses shall be kept on-site during construction.

The Contractor shall furnish the Engineer with one copy of each permit issued for borrow, filling, or wasting material required for or generated by the contract work. The Contractor shall notify the Engineer in writing of the location of all borrow, filling, and waste sites regardless of whether a permit is required.

All costs incurred by the Contractor in procuring permits and complying with stipulations in the permits and approvals shall be incidental to and included in the various items of work in the project; no additional compensation will be made.

Section 1-07.6 is also supplemented with the following:

(******)

The Contractor shall always comply with Federal, State, County, tribal or local laws, ordinances, regulations, and permit conditions that affect Work under this Contract. The Contractor shall indemnify, defend, and save harmless the County against any claims that may arise because the Contractor (or employee of the Contractor or Subcontractor or material person) violated a legal requirement.

The Contractor is required to apply for a structural review approval for gravity block walls higher than 4 feet or for surcharged structural earth walls higher than 30 inches, in accordance to King County Department of Permitting and Environmental Review. The application form along with the shop drawings for walls shall be submitted to King County Department of Permitting and Environmental Review. All associated permit application fee shall be paid by the Contractor and shall be included in the bid item of “Mobilization”.

The County has obtained coverage under the Construction NPDES permit. The Contractor shall assume responsibility for this permit by signing the Transfer of Coverage form for a complete transfer of the site. The form will be filled out by the County and is included in Appendix A. The Contractor and its subcontractors shall be responsible for complying with the terms of coverage including, but not limited to, performing the monitoring, sampling, electronic reporting requirements, and any fines incurred during the coverage period. The Contractor shall provide the County with copies of the monitoring and sampling records. The Contractor shall also coordinate with other Contractors who work in the project vicinity on NPDES compliance requirements per Section 1-05.14.

Once the site has undergone final stabilization and all stormwater discharges from the site have been eliminated, the Contractor shall submit a Notice of Termination Form to the Department of Ecology. The Contractor shall provide the County with a copy of the Termination form. Invoices received from the Department of Ecology will be submitted to the County for payment. All associated reporting for the Construction NPDES permit shall be included in the bid item of “ESC Lead”.

The Contractor shall furnish a copy of all permits and licenses obtained to the Contracting agency. All permits and licenses shall be obtained prior to the start of work.

1-07.7 LOAD LIMITS

(March 13, 1995 WSDOT GSP)

Section 1-07.7 is supplemented with the following:

If the sources of materials provided by the Contractor necessitates hauling over roads other than State Highways, the Contractor shall, at the Contractor's expense, make all arrangements for the use of the haul routes.

1-07.9(1)A FEDERAL WAGE RATES

(NEW SECTION)
(January 8, 2013 WSDOT GSP)

In reference to this Section 1-07.9(1), 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.

1-07.9(1)B APPLICATION OF WAGE RATES FOR THE OCCUPATION OF LANDSCAPE CONSTRUCTION

(NEW SECTION)
(April 2, 2007 WSDOT GSP)

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.

1-07.11 REQUIREMENTS FOR NONDISCRIMINATION

Section 1-07.11 is supplemented with the following:

1-07.11(2)C FEDERAL REQUIREMENT FOR AFFIRMATIVE ACTION (NEW SECTION)

(August 5, 2013 WSDOT GSP)

Requirement For Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth herein.
2. The goals and timetables for minority and female participation set by the Office of Federal Contract Compliance Programs, expressed in percentage terms for the Contractor's aggregate work force in each construction craft and in each trade on all construction work in the covered area, are as follows:

	Goal
Women – Statewide Timetable	
Until further notice	6.9
Minorities - by Standard Metropolitan Statistical Area (SMSA)	
Spokane, WA:	
SMSA Counties:	
Spokane, WA	2.8
WA Spokane.	
Non-SMSA Counties:	3.0
WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln, WA Pend Oreille; WA Stevens; WA Whitman.	
Richland, WA:	
SMSA Counties:	
Richland Kennewick, WA	5.4
WA Benton; WA Franklin.	
Non-SMSA Counties:	3.6
WA Walla Walla.	
Yakima, WA:	
SMSA Counties:	
Yakima, WA	9.7
WA Yakima.	
Non-SMSA Counties:	7.2
WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.	

Seattle, WA:	
SMSA Counties:	
Seattle Everett, WA	7.2
WA King; WA Snohomish.	
Tacoma, WA	6.2
WA Pierce.	
Non-SMSA Counties	6.1
WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston; WA Whatcom.	
Portland, OR:	
SMSA Counties:	
Portland, OR-WA	4.5
WA Clark.	
Non-SMSA Counties	3.8
WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.	

These goals are applicable to each nonexempt Contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, or federally assisted project, contract, or subcontract until further notice. Compliance with these goals and time tables is enforced by the Office of Federal Contract compliance Programs.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, in each construction craft and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goal shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 or more that are Federally funded, at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed. The notification shall be sent to:

   U.S. Department of Labor
   Office of Federal Contract Compliance Programs Pacific Region
   ATTN: Regional Director
   San Francisco Federal Building
   90 – 7th Street, Suite 18-300
   San Francisco, CA, 98103

(415) 625-7800 Phone
(415) 625-7799 Fax

Additional information may be found at the U.S. Department of Labor website:
http://www.dol.gov/ofccp/TAguides/ctaguide.htm

4. As used in this Notice, and in the contract resulting from this solicitation, the Covered Area is as designated herein.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:
    a. Covered Area means the geographical area described in the solicitation from which this contract resulted;
    b. Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
    c. Employer Identification Number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
    d. Minority includes:
        (1) Black, a person having origins in any of the Black Racial Groups of Africa.
        (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish origin.
        (3) Asian or Pacific Islander, a person having origins in any of the original peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and Samoa.
        (4) American Indian or Alaskan Native, a person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the Work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse

any covered Contractor's or Subcontractor's failure to take good faith effort to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its action. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

    b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

    c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not

employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special Provision provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensure that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include, for each employee, their name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractors will not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. Additional assistance for Federal Construction Contractors on contracts administered by Washington State Department of Transportation or by Local Agencies may be found at:

    Washington State Dept. of Transportation
    Office of Equal Opportunity
    PO Box 47314
    310 Maple Park Ave. SE
    Olympia, WA
    98504-7314
    Ph: 360-705-7090
    Fax: 360-705-6801
    htpp://www.wsdot.wa.gov/equalopportunity/default.htm

1-07.11(7) DISADVANTAGED BUSINESS ENTERPRISE CONDITION OF AWARD PARTICIPATION

(NEW SECTION)
(April 1, 2013 WSDOT GSP)

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 apply to this Contract. Demonstrating compliance with these specifications is a Condition of Award (COA) of this Contract. Failure to comply with the requirements of this specification may result in your bid being found to be nonresponsive and may be rejected.

DBE COA Goal
The Contracting Agency has established a COA Contract goal in the amount of: *** nine percent (9%)****.

DBE Eligibility/Selection of DBEs
A Directory of Certified DBE Firms denoting the Description of Work the DBE Contractors are certified to perform is available at: www.omwbe.wa.gov/certification/index.shtml.

The directory provides plain language on the Description of Work that the listed DBE's have been certified by the Office of Minority and Women's Business Enterprises (OMWBE) to perform. The Bidder shall use the Directory of Certified DBE Firms to confirm if a DBE is certified for the "Description of Work" the Bidder lists on the DBE Utilization Certification form #272-056 EF (see form instructions) and therefore qualifies for credit towards the COA goal.

Crediting DBE Participation

Joint Venture
When a DBE performs as a participant in a joint venture, only that portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces shall be credited.

DBE Prime Contractor
A DBE Prime Contractor may only take credit for that portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the Work that the DBE Prime performs with its own forces.

DBE Subcontractor
When a DBE firm participates as a Subcontractor only that portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces shall be credited.

- Include the cost of supplies and materials obtained by the DBE for the Work in the Contract including supplies purchased or equipment leased by the DBE.
  - However, you may not take credit for supplies, materials, and equipment the DBE Subcontractor purchases or leases from the Prime Contractor or its affiliate. In addition, Work performed by a DBE, utilizing resources of the Prime Contractor or its affiliates shall not be credited.

- In very rare situations, a DBE firm may utilize equipment and/or personnel from a non-DBE firm other than the Prime Contractor or its affiliates. Should this situation arise the arrangement must be short-term and have prior written approval from the Office of Equal Opportunity (OEO).
- Count the entire value of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, managerial services, or for providing bonds or insurance.
- When a DBE subcontracts to another firm, the value of the subcontracted Work may be counted as participation only if the DBE's lower tier Subcontractor is also a DBE. Work that a DBE subcontracts to a non-DBE firm shall not be credited.
- When non-DBE Subcontractor further subcontracts to a lower-tier Subcontractor or supplier who is a certified DBE, then that portion of the Work further subcontracted may be credited as DBE participation, provided it is a distinct clearly defined portion of the Work that the DBE is certified to perform and the DBE Subcontractor performs the Work with its own forces.
- If a firm is not certified as a DBE at the time of the execution of the contract, their participation cannot be counted toward any DBE goals.

Trucking
Use the following factors in determining DBE credit and whether a DBE trucking company is performing a commercially useful function:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which credit is being claimed.
2. The DBE must itself own and, with its own workforce, operate at least one fully licensed, insured, and operational truck used on the Contract.
3. The DBE receives credit only for the value of the transportation services it provides on the Contract using trucks it owns or leases, licenses, insures, and operates with drivers it employs. For purposes of this requirement a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others provided it is with the consent of the DBE and the lease provides the DBE first priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
4. The DBE may lease trucks from another DBE firm including an owner-operator provided they are certified as a DBE for trucking. The DBE who leases trucks from another DBE may claim participation for the total value of the transportation services the lessee DBE provides on the Contract.
5. The DBE may also lease trucks from a non-DBE firm and may enter into an agreement with an owner-operator who is a non-DBE. The DBE shall only receive credit for the number of additional non-DBE trucks equal or less than the number of DBE trucks the firms owns or has leased/subcontracted through another DBE trucking company. The DBE must control the work of the non-DBE trucks. If the non-DBE is performing the work without supervision of that work by the DBE, the DBE is not performing a Commercially Useful Function (CUF).
6. In any lease or owner-operator situation, as described in requirement #4 and #5 above, the following rules shall apply:

a. A written lease/rental agreement is required for all trucks leased or rented; documenting the ownership and the terms of the agreement. The agreements must be submitted and approved by the Contracting Agency prior to the beginning of the Work. The agreement must show the leaser's name, truck description and agreed upon amount and method of payment (hour, ton, or per load). All lease agreements shall be for a long-term relationship, rather than for the individual project. (This requirement does not apply to owner-operator arrangements.)

b. Only the vehicle, (not the operator) may be leased or rented. (This requirement does not apply to owner-operator arrangements).

7. Credit may only be claimed for DBE trucking firms operating under a subcontract or a written agreement approved by the Contracting Agency prior to performing Work.

Expenditures paid **to** other **DBEs**
Expenditures paid to other DBEs for materials or supplies may be counted toward DBE goals as provided in the following:

Manufacturer:
You may claim DBE credit for 100 percent of value of the materials or supplies obtained from a DBE manufacturer.

A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract. A manufacturer shall include firms that produce finished goods or products from raw or unfinished material or that purchases and substantially alters goods and materials to make them suitable for construction use before reselling them.

In order to receive credit as a DBE Manufacturer, the firm must be certified by OMWBE as a manufacturer in a NAICS code that falls within the 31XXXX to 33XXXX classification.

Regular Dealer:
You may claim credit for 60 percent of the value of the materials or supplies purchased from a DBE regular dealer. Rules applicable to regular dealer status are contained in 49 CFR Part 26.55.e.2.

To be considered a regular dealer you must meet the following criteria:

- WSDOT considers and recognizes a regular dealer, as a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the Contract and described by the specifications of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business.

- Sixty percent (60%) of the cost of materials or supplies purchased from an approved regular dealer may be credited as DBE participation.

Regular dealer status is granted on a contract-by-contract basis. A firm wishing to be approved as a regular dealer for WSDOT contracted projects or Highways & Local Program administered projects must submit a request in writing to OEO for approval, no later than seven days prior to bid opening.

Once the OEO has received the request, an onsite review will be set up with the firm and a review conducted to determine the firm's qualifications. If it is determined that the firm qualifies as a regular dealer the OEO will list the firm on an Approved Regular Dealers List. The list may be accessed through the OEO Home website is at: www.wsdot.wa.gov/equalopportunity.

Note: Requests to be listed as a regular dealer will only be processed if the requesting firm is

certified by the Office of Minority and Women's Business Enterprises in a NAICS code that fall within the 42XXXX NAICS Wholesale code section.

Materials or Supplies Purchased from a DBE:
With regard to materials or supplies purchased from a DBE who is neither a manufacturer nor a regular dealer you may claim credit for the following:

1. Fees or commissions charged for assistance in the procurement of the materials and supplies.

2. Fees or transportation charges for the delivery of materials or supplies.

In either case you may not take credit for any part of the cost of the materials and supplies.

Commercially Useful Function (CUF)
The Prime Contractor has a responsibility and must treat the working relationship with the DBE such that the DBE is performing a commercially useful function. The Prime Contractor may only take credit for Work performed by a DBE that is determined to be performing a commercially useful function.

- A DBE performs a commercially useful function when it is responsible for execution of a distinct element of Work and is carrying out its responsibilities by performing, managing and supervising the Work involved. The DBE must also be responsible with respect to materials and supplies used on the Contract. For example; negotiating price, determining quality, determining quantities, ordering, installing (if applicable) and paying for the material itself.

- A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed.

Joint Checking Allowance

Prime Contractors and DBEs must receive pre-approval by the OEO before using a joint check. Joint check requests shall be submitted by the Prime Contractor to the Contracting Agency for approval.

When requesting approval for use of a joint checking allowance, the Contractor must distribute a written joint check agreement among the parties (including the suppliers involved) providing full and prompt disclosure of the expected use of the joint checks. The agreement shall contain all the information concerning the parties' obligations and consequences or remedies if the agreement is not fulfilled or a breach occurs. The joint check request shall be submitted to the Contracting Agency for approval prior to signing the contract agreement.

The following are some general conditions that must be met by all parties regarding joint check use:

a. It is understood that the Prime Contractor acts solely as the guarantor of a joint check.

b. The DBE's own funds are used to pay supplier of materials. The Prime Contractor does not make direct payment to supplier. In order to be performing a Commercially Useful Function (CUF), the DBE must release the check to the supplier (paying for the materials it-self and not be an extra participant in a transaction).

c. If the Prime Contractor makes joint checks available to one DBE Subcontractor, the service must be made available to all Subcontractors (DBE and non-DBE).

d. The relationship between the DBE and its suppliers should be established independently of and without interference by the Prime Contractor. The DBE has final decision-making responsibility concerning the procurement of materials and supplies, including which supplier to use.

e. The Prime Contractor and DBE shall be able to provide receipts, invoices, cancelled checks and/or certification statements of payment if requested by the Contracting Agency.

f. The DBE remains responsible for all other elements of 49 CFR 26.55(c)(1).

Failure by the Prime Contractor to request and receive prior approval of a joint check arrangement will result in the joint check amount not counting towards the Prime Contractor's DBE goal.

Disadvantaged Business Enterprise Utilization Certification FORM #272-056 EF
To be eligible for award of the Contract, the Bidder shall properly complete and submit a Disadvantaged Business Enterprise Utilization Certification with the Bidder's sealed Bid Proposal, as specified in Section 1-02.9 Delivery of Proposal. The Bidder's Disadvantaged Business Enterprise Utilization Certification must clearly demonstrate how the Bidder intends to meet the DBE COA goal. A Disadvantaged Business Enterprise Utilization Certification (form #272-056 EF) is included in your Proposal package for this purpose as well as instructions on how to properly fill out the form.

In the event of arithmetic errors in completing the Disadvantaged Business Enterprise Utilization Certification the amount listed to be applied towards the goal for each DBE shall govern and the DBE total amount shall be adjusted accordingly.

Note: The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal submitted that does not contain a Disadvantaged Business Enterprise Utilization Certification that accurately demonstrates how the Bidder intends to meet the COA goal.

Disadvantaged Business Enterprise (DBE) Written Confirmation Document(s) FORM #422-031 EF

The Bidder shall submit a complete and accurate Disadvantaged Business Enterprise (DBE) Written Confirmation Document for each DBE firm listed in the Bidder's completed Disadvantaged Business Enterprise Utilization Certification as submitted with the bid. Failure to do so will result in the associated participation being disallowed, which may result in bid rejection.

A Disadvantaged Business Enterprise (DBE) Written Confirmation Document (form No. 422-031 EF) is included in your Proposal package for this purpose.

The form(s) shall be received as specified in the special provisions for Section 1-02.9 Delivery of Proposal.

It is prohibited for the Bidder to require a DBE to submit a Written Confirmation Document with any part of the form left blank. Should the Contracting Agency determine that a Written Confirmation Document was signed by a DBE that was not complete; the validity of the document comes into question and the associated DBE Participation may not receive credit.

Selection of Successful Bidder/Good Faith Efforts (GFE)
The successful Bidder shall be selected on the basis of having submitted the lowest responsive Bid, which demonstrates a good faith effort to achieve the DBE COA goal. Achieving the goal may be accomplished in one of two ways, as follows:

1. By meeting the goal
   The best indication of good faith efforts is to document, through submission of the Disadvantaged Business Enterprise Utilization Certification and supporting Disadvantaged Business Enterprise (DBE) Written Confirmation Document(s) that the Bidder has obtained enough DBE participation to meet or exceed the assigned DBE COA contract goal. That being the case no additional GFE documentation is required. Or;

2. By documentation that it made adequate GFE to meet the goal
   The Bidder may demonstrate a GFE in whole or part through GFE documentation ONLY IN THE EVENT a Bidder's efforts to solicit sufficient DBE participation have been unsuccessful. In this case, the Bidder must supply GFE documentation in addition to the Disadvantaged Business Enterprise Utilization Certification, and supporting Disadvantaged Business Enterprise (DBE) Written Confirmation document(s).

Note: In the case where the Bidder was awarded the contract based on demonstrating adequate GFE the advertised DBE goal will not be reduced to the Bidder's partial commitment. The Bidder shall demonstrate a GFE during the life of the Contract to attain the DBE Condition of Award (COA) Goal as assigned to the project.

Good Faith Efforts (GFE) Documentation
GFE documentation shall be received, as specified in the special provisions for Section 1-02.9 Delivery of Proposal.

Based upon all the relevant documentation submitted in Bid or as supplement to Bid, the Contracting Agency shall determine whether the Bidder has demonstrated a sufficient GFE to achieve DBE participation. The Contracting Agency will make a fair and reasonable judgment of whether a Bidder that did not meet the goal through participation, made adequate good faith efforts as demonstrated by the GFE documentation.

The following is a list of types of actions, which would be considered as part of the Bidder's GFE to achieve DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

1. Attendance by the Bidder at any pre-solicitation or pre-Bid meetings that were scheduled by the Contracting Agency to inform DBEs of contracting and subcontracting or material supply opportunities available on the project;

2. Contacting local Tribes, Tribal Employment Rights Offices (TERO) concerning the subcontracting or supply opportunities in sufficient time to allow the enterprises to participate effectively;

3. Selection by the Bidder of specific economically feasible units of the project to be performed by DBEs in order to increase the likelihood of participation by DBEs even if the Bidder preferred to perform these Work items as the Prime Contractor;

4. Advertising by the Bidder in general circulation, trade association minority and trade oriented, women focus publications, concerning the subcontracting or supply opportunities;

5. Providing written notice from the Bidder to a reasonable number of specific DBEs, identified from the OWMBE Directory of Certified DBE Firms for the selected subcontracting or material supply Work, in sufficient time to allow the enterprises to participate effectively;

6. Follow-up by the Bidder of initial solicitations of interest by contacting the DBEs to determine with certainty whether they were interested. Documentation of this kind of action shall include the information outlined below:

    a. The names, addresses, telephone numbers of DBEs who were contacted, the dates of initial contact, and whether initial solicitations of interest were followed-up by contacting the DBEs to determine with certainty whether the DBEs were interested;

    b. A description of the information provided to the DBEs regarding the plans, specifications, and estimated quantities for portions of the Work to be performed;

    c. Documentation of each DBE contacted but rejected and the reason(s) for that rejection;

7. Providing, to interested DBEs, adequate information about the plans, specifications, and requirements for the selected subcontracting or material supply Work;

8. Negotiating in good faith with the DBE firms, and not, without justifiable reason, rejecting as unsatisfactory, Bids that are prepared by any DBE. The DBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations - union vs. non-union employee status - are not legitimate causes for the rejection or non-solicitation of bids in the Prime Contractor's efforts to meet the project goal;

9. Advertising and making efforts to obtain DBE participation that were reasonably expected to produce a level of participation sufficient to meet the goal or requirements of the Contracting Agency;

10. Making any other efforts to obtain DBE participation that were reasonably expected to produce a level of participation sufficient to meet the goal or requirements of the Contracting Agency;

11. Using the services of minority community organizations, minority contractor groups, local, State, and federal minority business assistance offices and other organizations identified by WSDOT and advocates for disadvantaged, minority, and women businesses that provide assistance in the recruitment and placement of disadvantaged, minority, and women business enterprises; and

12. Using the WSDOT OEO DBE Supportive Services to assist you. For more information please contact the OEO by calling toll free at (888) 259-9143 or emailing dbess@wsdot.wa.gov.

Administrative Reconsideration of GFE Documentation
Any Bidder has the right to reconsideration but only for the purpose of reassessing their GFE documentation that was determined to be inadequate.

- The Bidder must request and schedule a reconsideration hearing within seven calendar days of notification of being nonresponsive or forfeit the right to reconsideration.

- The reconsideration decision on the adequacy of the Bidder’s GFE documentation shall be made by an official who did not take part in the original determination.

- The Bidder shall have the opportunity to meet in person with the official for the purpose of setting forth the Bidder’s position as to why the GFE documentation demonstrates a

sufficient effort.

- The reconsideration official shall provide the Bidder with a written decision on reconsideration within five business days of the hearing explaining the basis for their finding.

Procedures between **Award and Execution**
After Award and prior to Execution the Bidder shall provide the additional information described below. Failure to comply shall result in the forfeiture of the Bidder's Proposal bond or deposit.

1. Additional information for all successful DBE's as shown on the Disadvantaged Business Enterprise Utilization Certification.

   a. Correct business name, federal employee identification number (if available), and mailing address.

   b. List of all Bid items assigned to each successful DBE firm, including unit prices and extensions.

   c. Description of partial items (if any) to be sublet to each successful DBE firm specifying the distinct elements of Work under each item to be performed by the DBE and including the dollar value of the DBE portion.

      Total amounts shown for each DBE shall not be less than the amount shown on the Disadvantaged Business Enterprise Utilization Certification. A breakdown that does not conform to the Disadvantaged Business Enterprise Utilization Certification or that demonstrates a lesser amount of DBE participation than that included in the Disadvantaged Business Enterprise Utilization Certification will be returned for correction.

2. A list of all firms who submitted a Bid or quote in an attempt to participate in this project whether they were successful or not. Include the business name and a mailing address.

   Note: The firms identified by the Prime Contractor may be contacted by the Contracting Agency to solicit general information as follows: age of firm and the average of its gross annual receipts over the past three years.

Procedures After Execution

Crediting DBE Participation toward Meeting the Goal

Reporting

All DBE work whether COA or race neutral participation is reported. The Prime Contractor shall submit a Quarterly Report of Amounts Credited as DBE Participation form (422-102 EF) on a quarterly basis for any calendar quarter in which DBE has accomplished Work or upon completion of the project, as appropriate. The dollars are to be reported as specified herein.

In the event that the payments to a DBE have been made by an entity other than the Prime Contractor, as in the case of a lower-tier Subcontractor or supplier, then the Prime Contractor shall obtain the quarterly report, including the signed affidavit, from the paying entity and submit the report to the Contracting Agency.

Changes in DBE COA participation:

Owner-Initiated Change Orders:

The Prime Contractor shall demonstrate a GFE to substitute COA DBE participation when the Contracting Agency deletes Work items by change order that impact a COA DBE's Work.

When the Contract allows alternate Work methods which serve to delete or create under-runs in COA DBE Work then the Prime Contractor must provide documentation of negotiating the change with the DBE that was to perform the reduced Work and demonstrate a GFE to substitute other DBE COA participation.

Original Quantity Under-Runs:
In the event that Work committed to a DBE firm as part of the COA under-runs the original planned quantities the Prime Contractor shall demonstrate a GFE to substitute other DBE COA participation.

Contractor-Initiated Proposals – General:
The Contractor cannot reduce the amount of work committed to a DBE firm at contract award without good cause and only with written concurrence from the OEO. Reducing a COA DBE's Work is viewed as a partial DBE termination, subject to the procedures below.

DBE Termination
A COA DBE Subcontractor may only be terminated in whole or part with the approval of the Contracting Agency (in coordination with OEO). Approval will be granted provided the Prime Contractor demonstrates that the termination is based on good cause.

Good cause typically includes situations where the DBE Subcontractor is unable or has failed to perform the work of its subcontract in accordance with normal industry standards. While not all inclusive, some examples of good cause include the following circumstances:

Good cause may exist if:

- The listed DBE Subcontractor fails or refuses to execute a written contract.
- The listed DBE Subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards.
- The listed DBE Subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements.
- The listed DBE Subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.
- The listed DBE Subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to CFR Parts 180, 215 and 1,200 or applicable state law.
- The listed DBE Subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal.
- The listed DBE is ineligible to receive DBE credit for the type of work required.
- A DBE owner dies or becomes disabled with the result that the listed DBE is unable to complete its work on the contract.

Good cause does not exist if:

- The Prime Contractor seeks to terminate a COA DBE so that the Prime can self-perform the Work.
- The Prime Contractor seeks to terminate a COA DBE so the Prime Contractor can substitute another DBE or non-DBE after contract award.
- The failure or refusal of the DBE Subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor (e.g., the failure of the Prime Contractor to make timely payments or the unnecessary placing of obstacles in the path of the DBE's Work).

Prior to requesting termination, the Prime Contractor must give notice in writing to the DBE Subcontractor with a copy to the Contracting Agency of its intent to request to terminate DBE work and the reasons for doing so. The DBE Subcontractor shall have five (5) days to respond to the prime Contractor's notice. The DBE's response shall either support the termination or advise the Contracting Agency and the Prime Contractor of the reasons it objects to the termination of its subcontract.

When a COA DBE firm is "terminated" from a Contract (or fails to complete its Subcontract for any reason), the Prime Contractor shall make every good faith effort to substitute another DBE Firm (ref.to 49 CFR 26.53(g)).

Graduation
When a DBE firm "graduates" from the DBE program (during the course of an executed subcontract), the DBE participation of that firm "may" continue to count towards the contract DBE goal.

Decertification
When a COA DBE firm who has a signed subcontract in place with a Prime, later becomes "decertified " (during the course of that subcontract) – the DBE participation of that firm "may" continue to count towards the Contract DBE goal.

Counting payments
Payments to a DBE firm will count toward DBE goals only if the participation is in accordance with these specifications.

Prompt Payment
Prompt payment to all Subcontractors shall be in accordance with Section 1-08.1(1) of these Contract special provisions.

Payment
Compensation for all costs involved with complying with the conditions of this specification and any other associated DBE requirements is included in payment for the associated Contract items of Work.

Damages for Noncompliance
The Prime Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Prime Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Contracts, which contain funding assistance from

the United States Department of Transportation. Failure by the Prime Contractor to carry out these requirements is a material breach of this Contract, which may result in the Termination of this Contract or such other remedy as the Contracting Agency deems appropriate.

If the Prime Contractor does not comply with any part of its Contract as required under 49 CFR part 26, and/or any other applicable law or regulation regarding DBE, the Contracting Agency may withhold payment, suspend the ability of the Prime Contractor to participate in future Contracting Agency contracts, impose sanctions or Terminate the Contract, and subject the Prime Contractor to civil penalties of up to ten percent of the amount of the Contract for each violation. In the case of WSDOT Contracts, prequalification may be suspended pursuant to WAC 468-16-180, and continuous violations (exceeding a single violation) may also disqualify the Prime Contractor from further participation in WSDOT Contracts for a period of up to three years.

An apparent low Bidder must be in compliance with these Contract Provisions as a condition precedent to the granting of a notice of award by the Contracting Agency. The Prime Contractor is entitled to request an adjudicative proceeding with respect to the Contracting Agency's determination of Contract violation and assessed penalties by filing a written application within thirty days of receipt of notification. The adjudicative proceeding, if requested, will be conducted by an administrative law judge pursuant to the procedures set forth in RCW 34.05 and Chapter 10.08 of the Washington Administrative Code.

1-07.11(8) SPECIAL TRAINING PROVISIONS

(NEW SECTION)
(August 2, 2010 WSDOT GSP)

Special Training Provisions

General Requirements

The Contractor's equal employment opportunity, affirmative action program shall include the requirements set forth below. The Contractor shall provide on-the-job training aimed at developing trainees to journeyman status in the trades involved. The number of training hours shall be *** 600 hours ***. Trainees shall not be assigned less than 400 hours. The Contractor may elect to accomplish training as part of the work of a subcontractor, however, the Prime Contractor shall retain the responsibility for complying with these Special Provisions. The Contractor shall also ensure that this training provision is made applicable to any subcontract that includes training.

Trainee Approval

The Federal government requires Contracting Agencies to include these training provisions as a condition attached to the receipt of Federal highway funding. The Federal government has determined that the training and promotion of members of certain minority groups and women is a primary objective of this training provision. The Contractor shall make every effort to enroll minority groups and women trainees to the extent such persons are available within a reasonable recruitment area. This training provision is not intended and shall not be used to discriminate against any applicant for training, whether that person is a minority, woman or otherwise. A non-minority male trainee or apprentice may be approved provided the following requirements are met:

1. The Contractor is otherwise in compliance with the contract's Equal Employment Opportunity and On-the-Job Training requirements and provides documentation of the efforts taken to fill the specific training position with either minorities or females or, if not

otherwise in compliance, furnishes evidence of his/her systematic and direct recruitment efforts in regard to the position in question and in promoting the enrollment and/or employment of minorities and females in the craft which the proposed trainee is to be trained. and the Contractor has made a good faith effort towards recruiting of minorities and women. As a minimum this good faith effort shall consist of the following:

- Distribution of written notices of available employment opportunities with the Contractor and enrollment opportunities with its unions. Distribution should include but not be limited to; minority and female recruitment sources and minority and female community organizations;
- Records documenting the Contractor's efforts and the outcome of those efforts, to employ minority and female applicants and/or refer them to unions;
- Records reflecting the Contractor's efforts in participating in developing minority and female on-the-job training opportunities, including upgrading programs and apprenticeship opportunities;
- Distribution of written notices to unions and training programs disseminating the Contractor's EEO policy and requesting cooperation in achieving EEO and OJT obligations.

No employee shall be employed as a trainee in any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman. The Contractor's records shall document the methods for determining the trainee's status and findings in each case. When feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

For the purpose of this specification, acceptable training programs are those employing trainees/apprentices registered with the following:

1. Washington State Department of Labor & Industries — State Apprenticeship Training Council (SATC) approved apprenticeship agreement:

   a. Pursuant to RCW 49.04.060, an apprenticeship agreement shall be;

      i. an individual written agreement between an employer and apprentice

      ii. a written agreement between (an employer or an association of employers) and an organization of employees describing conditions of employment for apprentices

      iii. a written statement describing conditions of employment for apprentices in a plant where there is no bona fide employee organization.

      All such agreements shall conform to the basic standards and other 33 provisions of RCW Chapter 49.

2. Apprentices must be registered with U.S. Department of Labor — Bureau of Apprenticeship Training (BAT) approved program.

   Or

3. Trainees participating in a non-BAT/SATC program, which has been approved by the

contracting agency for the specific project.

4. For assistance in locating trainee candidates, the Contractor may call WSDOT's OJT Support Services Technical Advisor at (360) 705-7088, (206) 587-4954 or toll free at 1-866-252-2680.

Obligation to Provide Information
Upon starting a new trainee, the Contractor shall furnish the trainee a copy of the approved program the Contractor will follow in providing the training. Upon completion of the training, the Contractor shall provide the Contracting Agency with a certification showing the type and length of training satisfactorily completed by each trainee.

Training Program Approval
The Training Program shall meet the following requirements:

1. The Training Program (DOT Form 272-049) must be submitted to the Engineer for approval prior to commencing contract work and shall be resubmitted when modifications to the program occur.

2. The minimum length and type of training for each classification will be as established in the training program as approved by the Contracting Agency.

3. The Training Program shall contain the trades proposed for training, the number of trainees, the hours assigned to the trade and the estimated beginning work date for each trainee.

4. Unless otherwise specified, Training Programs will be approved if the proposed number of training hours equals the training hours required by contract and the trainees are not assigned less than 400 hours each.

5. After approval of the training program, information concerning each individual trainee and good faith effort documentation shall be submitted on (DOT Form 272-050.)

6. In King County, laborer trainees or apprentices will not be approved on contracts containing less than 2000 training hours as specified in this Section. In King County, no more than twenty percent (20%) of hours proposed for trainees or apprentices shall be in the laborer classification when the contract contains 2000 or more hours of training as specified in this Section. Trainees shall not be assigned less than 400 hours.

7. Flagging programs will not be approved. Other programs that include flagging training will only be approved if the flagging portion is limited to an orientation of not more than 20 hours.

8. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Some off-site training is permissible as long as the training is an integral part of an approved training program.

9. It is normally expected that a trainee will begin training on the project as soon as feasible after start of work, utilizing the skill involved and remain on the project as long

as training opportunities exist in the work classification or upon completion of the training program. It is not required that all trainees be on board for the entire length of the contract. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

10. Wage Progressions: Trainees will be paid at least the applicable ratios or wage progressions shown in the apprenticeship standards published by the Washington State Department of Labor and Industries. In the event that no training program has been established by the Department of Labor and Industries, the trainee shall be paid in accordance with the provisions of RCW 39.12.021 which reads as follows:

    Apprentice workmen employed upon public works projects for whom an apprenticeship agreement has been registered and approved with the State Apprenticeship Council pursuant to RCW 49.04, must be paid at least the prevailing hourly rate for an apprentice of that trade. Any workman for whom an apprenticeship agreement has not been registered and approved by the State Apprenticeship Council shall be considered to be a fully qualified journeyman, and, therefore, shall be paid at the prevailing hourly rate for journeymen.

Compliance
In the event that the Contractor is unable to accomplish the required training hours but can demonstrate a good faith effort to meet the requirements as specified, then the Contracting Agency will adjust the training goals accordingly.

Requirements for Non BAT/SATC Approved Training Programs
Contractors who are not affiliated with a program approved by BAT or SATC may have their training program approved provided that the program is submitted for approval on DOT Form 272-049, and the following standards are addressed and incorporated in the Contractor's program:

- The program establishes minimum qualifications for persons entering the training program.
- The program shall outline the work processes in which the trainee will receive supervised work experience and training on-the-job and the allocation of the approximate time to be spent in each major process. The program shall include the method for recording and reporting the training completed shall be stated.
- The program shall include a numeric ratio of trainees to journeymen consistent with proper supervision, training, safety, and continuity of employment. The ratio language shall be specific and clear as to application in terms of job site and workforce during normal operations (normally considered to fall between 1:10 and 1:4).
- The terms of training shall be stated in hours. The number of hours required for completion to journeyman status shall be comparable to the apprenticeship hours established for that craft by the SATC. The following are examples of programs that are currently approved:

CRAFT	HOURS
Laborer	4,000

CRAFT	HOURS
Ironworker	6,000
Carpenter	5,200–8,000
Construction Electrician	8,000
Operating Engineer	6,000–8,000
Cement Mason	5,400
Teamster	2,100

- The method to be used for recording and reporting the training completed shall be stated.
- A numeric ratio of trainees to journeymen shall be established. It shall be consistent with proper supervision, training, safety and continuity of employment. The ratio language shall be specific and clear as to application in terms of job site and workforce during normal operations.

Measurement

The Contractor may request that the total number of "training" hours for the contract be increased subject to approval by the Contracting Agency. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other sources do not prohibit other reimbursement. Reimbursement to the Contractor for off-site training as indicated previously may only be made when the Contractor does one or more of the following and the trainees are concurrently employed on a Federal-aid project:

- contributes to the cost of the training,
- provides the instruction to the trainee,
- pays the trainee's wages during the off- site training period.

Reimbursement will be made upon receipt of a certified invoice that shows the related payroll number, the name of trainee, total hours trained under the program, previously paid hours under the contract, hours due this estimate, and dollar amount due this estimate. The certified invoice shall show a statement indicating the Contractor's effort to enroll minorities and women when a new enrollment occurs. If a trainee is participating in a SATC/BAT approved apprenticeship program, a copy of the certificate showing apprenticeship registration must accompany the first invoice on which the individual appears. Reimbursement for training occurring prior to approval of the training program will be allowed if the Contractor verbally notifies the Engineer of this occurrence at the time the apprentice/trainee commences work. A trainee/apprentice, regardless of craft, must have worked on the contract for at least 20 hours to be eligible for reimbursement.

Payment

The Contractor will be reimbursed under the item "Training" per hour for each hour of training for each employee.

1-07.11(10) REQUIRED SUBMITTALS DURING WORK
(NEW SECTION)

(March 4, 2011 KC GSP)

The Contractor shall collect, submit and update the submittals listed for itself, its subcontractors and any sub tier subcontractors and suppliers to King County Business Development and Contract Compliance Section. Such subcontractor information shall be submitted prior to the County processing and paying any progress payment that includes such subcontractor work. **The BDCC Reporting Website is located at http://www.kingcounty.gov/bdcc. Telephone 206-263-9734 if you require assistance. Report forms are available on the Website.**

Updated Subcontractors and Suppliers List. With any changes in subcontractors and suppliers on the Project, the Contractor shall update and submit the Subcontractors and Suppliers List along with all other required subcontractor submittals. The Contractor shall submit the Updated Subcontractors and Suppliers List electronically using the BDCC Reporting Website.

Monthly Utilization Reports. (EEO Monthly Reports) need to be completed each month by the Prime and by each subcontractor for the month or portion thereof that the firm is performing work. The Contractor shall submit all EEO Monthly Utilization Reports – (EEO Monthly Utilization Report and Apprenticeship Utilization Report Form) electronically using the BDCC Reporting Website.

Apprenticeship Utilization Reports. When applicable, the Contractor shall submit all apprenticeship reports as identified in the Apprenticeship Program defined herein. The Contractor shall submit Apprenticeship Utilization Reports electronically using the BDCC Reporting Website.

Affidavits of Amounts Paid: The Contractor shall submit monthly, an affidavit identifying amounts paid to all firms who performed work during the period for which payment is to be made, to include all subcontractors and suppliers, to the Engineer. A copy of each affidavit shall be submitted to the: Manager – Business Development and Contract Compliance Section, M.S. CNK-ES-0350, 401 Fifth Avenue, Seattle, WA 98104.

Final Affidavits of Amounts Paid: Upon completion of all work and as a condition precedent to final payment, the Contractor shall submit a final Affidavit of Amounts paid to King County Business Development and Contract Compliance Section. Identify amounts actually paid, and any amounts owed, to each subcontractor firm and/or supplier for performance under the Contract. Failure to submit such affidavits may result in withholding of payments or the final payment. King County will provide affidavit forms.

1-07.12 FEDERAL AGENCY INSPECTION

(July 30, 2012 WSDOT GSP)

The following is added at the end of this section:

Required Federal Aid Provisions

The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273) Revised May 1, 2012 supersede any conflicting provisions of the Standard Specifications and are made a part of this Contract; provided, however, that if any of the provisions of FHWA 1273 are less restrictive than Washington State Law, then the Washington State Law shall prevail.

The provisions of FHWA 1273 included in this Contract require that the Contractor insert the FHWA 1273 in each Subcontract, together with the wage rates which are part of the

FHWA 1273. Also, a clause shall be included in each Subcontract requiring the Subcontractors to insert the FHWA 1273 in any lower tier Subcontracts, together with the wage rates. The Contractor shall also ensure that this section, REQUIRED FEDERAL AID PROVISIONS, is inserted in each Subcontract for Subcontractors and lower tier Subcontractors. For this purpose, upon request to the Project Engineer, the Contractor will be provided with extra copies of the FHWA 1273, the applicable wage rates, and this Special Provision.

1-07.13 CONTRACTOR'S RESPONSIBILITY FOR WORK

1-07.13(1) GENERAL

(February 22, 2011 KC GSP)

The following is inserted at the end of this section:

King County reserves the right to use and occupy any portion of this improvement which has been completed sufficiently to permit use and occupancy and such use shall not be construed as an acceptance of the Work or any part thereof, and any claims which King County may have against the Contractor shall not be deemed to have been waived by such occupancy.

1-07.14 RESPONSIBILITY FOR DAMAGE

(February 22, 2011 KC GSP)

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

The Contractor shall protect, defend, indemnify, and save harmless the County, its officers, officials, employees, and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever (hereinafter “claims”), arising out of or in any way resulting from the Contractor’s officers, employees, agents, and/or subcontractors of all tiers, acts or omissions, performance or failure to perform this Contract, to the maximum extent permitted by law or as defined by RCW 4.24.115, now enacted or as hereinafter amended.

The Contractor’s obligations under this section shall include, but not be limited to

1. The duty to promptly accept tender of defense and provide defense to the County at the Contractor’s own expense

2. The duty to indemnify and defend the County from any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of the Contractor’s immunity under Washington’s Industrial Insurance Act, RCW Title 51, as respects the County with a full and complete indemnity and defense of claims made by the Contractor’s employees. The parties acknowledge that these provisions were mutually negotiated and agreed upon by them.

3. To the maximum extent permitted by law, the Contractor shall indemnify and defend the County from and be liable for all damages and injury which shall be caused to owners of property on or in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this Contract, whether or not such injury or damage is caused by negligence of the Contractor or caused by the inherent nature of the work specified.

King County may, in its sole discretion, (1) withhold amounts sufficient to pay the amount of any claim for injury, and/or (2) pay any claim for injury of which King County may have knowledge, regardless of the formalities of notice of such claim, arising out of the performance of this Contract.

An amount withheld will be held until the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment on such claim. In addition, the Contractor shall reimburse and otherwise be liable for claims costs incurred by King County, including, without limitation, costs for claims adjusting services, attorneys, engineering, and administration.

In the event the County incurs any judgment, award, and/or costs arising, including attorneys' fees, from enforcing the provisions of this provision, all such fees, expenses, and costs shall be recoverable from the Contractor.

1-07.15(2) CONCRETE GRINDING AND SAWCUTTING RESIDUE AND SLURRY (NEW SECTION)
(February 22, 2011 KC GSP)

Construction activities that generate residue from asphalt concrete or Portland cement concrete grinding or sawcutting shall be subject to the following:

Collection, Containment, and Disposal: Removal of residue and slurry from the immediate roadway shall be done on a continuous basis. Residue and slurry shall not be allowed to drain across traffic lanes and shoulders or drain into any stormwater conveyance system, including catch basins, inlets, or ditches. Any discharge to surface waters, including wetlands, is a violation of State water quality standards.

The Contractor shall develop a Collection, Containment, and Disposal Plan identifying how the residue and slurry will be contained and collected. The residue and slurry shall become the property of the Contractor and shall be disposed of by hauling to a Contractor-provided disposal site.

The approved Collection, Containment, and Disposal Plan shall be implemented prior to commencing any pavement grinding or sawcutting operation.

On-Site Disposal: No on-site disposal shall be allowed for this Contract.

Submittals: The Contractor shall submit the following items to the Engineer for review and approval a minimum of 15 calendar days prior to commencing the grinding or sawcutting operation:

1. Collection, Containment, and Disposal Plan (identifying all proposed methods to prevent discharges into the existing drainage systems).
2. Location of all off-site disposal sites, including copies of all applicable permits and approvals for the use of those sites.

Payment: All costs with developing the Collection, Containment, and Disposal Plan and collecting, containing, loading, hauling, and disposing of pavement grinding and sawcutting residue and slurry shall be included in the unit Contract prices for the applicable items of work and no additional compensation will be made.

1-07.16 PROTECTION AND RESTORATION OF PROPERTY

1-07.16(1) PRIVATE/PUBLIC PROPERTY

(February 22, 2011 KC GSP)

The following is inserted at the end of this section:

Existing survey monuments and utility covers shall be protected during the paving operation. Following the paving operation, the Contractor shall make a small depression in the asphalt mat over the cover and paint the area with silver spray paint. All costs and expense incurred for this operation shall be incidental to the various items of the project and no further compensation will be made.

1-07.16(4) ARCHAEOLOGICAL AND HISTORICAL OBJECTS

(December 6, 2004 WSDOT GSP)

Section 1-07.16(4) is supplemented with the following:

The project area potentially contains archaeological or historical objects that may have significance from a historical or scientific standpoint. To protect these objects from damage or destruction, the Contracting Agency, at its discretion and expense, may monitor the Contractor's operations, conduct various site testing and perform recovery and removal of such objects when necessary.

The Contractor may be required to conduct its operations in a manner that will accommodate such activities, including the reserving of portions of the work area for site testing, exploratory operations and recovery and removal of such objects as directed by the Engineer. If such activities are performed by consultants retained by the Contracting Agency, the Contractor shall provide them adequate access to the project site.

Added work necessary to uncover, fence, dewater, or otherwise protect or assist in such testing, exploratory operations and salvaging of the objects as ordered by the Engineer shall be paid by force account as provided in Section 1-09.6. If the discovery and salvaging activities require the Engineer to suspend the Contractor's work, any adjustment in time will be determined by the Engineer pursuant to Section 1-08.8.

To provide a common basis for all bidders, the Contracting Agency has entered an amount for the item "Archaeological and Historical Salvage" in the Proposal to become a part of the total bid by the Contractor.

1-07.17 UTILITIES AND SIMILAR FACILITIES

(April 2, 2007 WSDOT GSP)

Section 1-07.17 is supplemented with the following:

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:

Sammamish Plateau Water and Sewer District
Kevin DeRouen
1510 228th Avenue SE
Sammamish, Washington 98075
Phone: (425) 392-6256 Ext. 223
Fax (425) 391-5389
kevin.derouen@sammplat.wa.org

Northeast Sammamish Sewer and Water District
Art Primeau
3600 Sahalee Way NE
Sammamish, WA 98074
Phone: 425-868-1144
art@nesswd.org

Comcast Cable
David Burrows
Phone: 425-867-7433

Frontier Communications NW Inc.
Hotline
Phone: 1-800-921-8101

(April 2, 2007 WSDOT GSP)

The following is inserted at the end of this section:

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

Public and private utilities, or their contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such adjustment, relocation, replacement, or construction will be done during the prosecution of the Work for this project. It is anticipated that utility adjustment, relocation, replacement, or construction within the project limits will be completed as follows:

*** Power pole relocation by PSE ***

The Contractor shall attend a mandatory utility preconstruction meeting with the Engineer, all affected subcontractors, and all utility owners and their contractors prior to beginning onsite work.

The following addresses and telephone numbers of utility companies or their Contractors that will be adjusting, relocating, replacing or constructing utilities within the project limits are supplied for the Contractor's use:

Puget Sound Energy
(Power & Gas)
Rebecca Nicholas
P.O. Box 97034
Bellevue, WA 98009
Phone: 425-462-3727
Fax (425)-462-3355
Rebecca.nicholas@pse.com

This section is also supplemented with the following:

(******)

Potholing

"Potholing", by force account as provided in Section 1-09.6.

If potholing to expose the location of existing utilities is deemed necessary by the Project Representative, the time and labor, materials for this Work will be paid by force account in accordance with Section 1-09.6.

Utility Conflict Resolution

"Utility Conflict Resolution", by force account as provided in Section 1-09.6.

After completion of field marking of existing utilities, the Contractor shall notify the Project Representative of any new conflicts with the planned improvements, other than the utilities shown on the Plans. Upon receipt of the information, the Project Representative will determine if a conflict exists and design modifications are necessary to resolve the conflicts. Any additional adjustment and relocations, as deemed necessary by the Project Representative, will be paid by force account in accordance to Section 1-09.6.

1-07.18 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

(February 22, 2011 KC GSP)

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

Prior to the execution of the contract, the Contractor shall provide to the County Certificates of Insurance and Endorsements acceptable to the County meeting the requirements of the Contract (specific insurance coverage limits are set forth below). Coverage shall be maintained without interruption from the commencement of the Contractor's Work until Final Acceptance, or for such longer time as required by the Contract. Each policy obtained by Contractor shall be endorsed to provide County with 45 days' notice of material changes to or cancellation of such policy.

If the scope of Work is significantly expanded, or if the aggregate limits on any of the Contractor's policies are eroded, the County may require Contractor to obtain additional coverage or reinstate eroded coverage. If the need for additional coverage is due to the fault of the Contractor or any of its Subcontractors, the Contractor shall be responsible for the cost of such additional coverage or any of its Subcontractors coverage. The Contractor shall provide proof of additional insurance required because of changed Work (Change Orders).

If the Contractor is required to correct damaged, defective or incomplete Work after Final Acceptance, it shall obtain at its own expense such insurance coverage as is required by the Contract, for the construction period. Such coverage shall be maintained throughout the period in which corrective work is performed.

Review of Contractor's insurance by County shall not relieve or decrease the duty of the Contractor to comply with the requirements of the Contract Documents.

Nothing contained within these provisions shall affect and/or alter the application of any other provision within this agreement.

WAIVER OF SUBROGATION.
The Contractor waives all rights against the County, County's consultants, or any separate contractors, and their agents and employees, for damages caused by fire or other perils to the extent such damage cost is actually paid by property insurance applicable to the Work. The Contractor shall require similar waivers from all Subcontractors. This provision shall be valid and enforceable only to the extent permissible by the applicable property insurance policies.

EVIDENCE OF INSURANCE.
The Contractor shall furnish the County with Certificates of Insurance and endorsements required by this Contract. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date of the policy. The Contractor shall, upon demand of King County, make available to King County, in King County, certified copies of all such policies of insurance required in this Contract. Failure to provide such policies of insurance within a time acceptable to King County shall entitle King County to suspend or terminate the Contractor's work hereunder. Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligation hereunder.

All subcontractors shall be required to include the County and Contractor as additional insureds on all Liability policies except Workers' Compensation and Professional Liability Errors and Omissions.

MINIMUM SCOPE AND LIMITS OF INSURANCE.
The Contractor shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, King County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Contract. Insurance coverage shall be at least as broad as stated below and with limits no less than:

General Liability. Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 covering **COMMERCIAL GENERAL LIABILITY.** $2,000,000 combined single limit per occurrence, and for those policies with aggregate limits, a $2,000,000 aggregate limit, including Products and Completed Operations.

Explosion and Collapse, Underground Damage (XCU). Coverages shall apply for the same limits as the General Liability. Evidence of Insurance must specifically state coverage has not been excluded.

Automobile Liability. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. $1,000,000 combined single limit per accident. If the work involves the transport of pollutants (as defined by the standard auto policy exclusion of pollution) the auto policy shall be endorsed to include endorsement CA 9948 (or its equivalent) and MCS 90.

Workers' Compensation. Statutory requirements of the State of residency. Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law.

Employer's Liability or "Stop Gap". Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

Contractor's Pollution Liability. Contractor's Pollution Liability coverage in the amount of $1,000,000 per occurrence and in the aggregate to cover sudden and non-sudden bodily and/or property damage to include the destruction of tangible property, loss of use, cleanup costs and the loss of use of tangible property that has not been physically injured or destroyed.. If Asbestos, Lead or PCB's are a potential exposure, such insurance shall not exclude pollution arising out of Asbestos, Lead and/or PCB operations. Evidence of Insurance must specifically state that coverage is included.

DEDUCTIBLES/SELF-INSURED RETENTIONS.
Any deductibles or self-insured retention's must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

OTHER INSURANCE PROVISIONS.
The insurance policies required in this Contract are to contain and be endorsed to contain the following provisions:

With respect to all Liability Policies except Professional Liability and Workers Compensation:

The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Additional Insured status shall include Products-Completed Operations.

The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees, and agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.

The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

ACCEPTABILITY OF INSURERS.
Unless otherwise approved by the County:

Insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VIII.

Professional Liability, Errors and Omissions insurance may be placed with insurers with a

Best's rating of B+; VII.

If at any time the foregoing required policies shall fail to meet the above minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

SUBCONTRACTORS.
The Contractor shall include all subcontractors as insured under its policies, or shall furnish separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages provided by subcontractors, as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

1-07.23 PUBLIC CONVENIENCE AND SAFETY

(February 22, 2011 KC GSP)

The following is inserted at the end of this section:

The Contractor shall be responsible to notify, in writing, local fire, school, law enforcement authorities, Metro Transit or other affected persons as directed by the Engineer, not less than five (5) working days prior to construction operations that will deviate and/or delay traffic from the existing traffic pattern, so that these agencies may reroute emergency vehicles as necessary.

1-07.23(1) CONSTRUCTION UNDER TRAFFIC

(February 22, 2011 KC GSP)

The following is inserted at the beginning of this section:

The Contractor shall keep all through traffic lanes on East Lake Sammamish Parkway open to travel without interference from work operations between the hours of 6:00 and 9:00 a.m. and 3:00 and 6:00 p.m. The Contractor shall keep all turn movements, cross streets and approaches open to traffic at all times.

At other times, the Contractor may close one through-lane in each direction of travel on four-lane roadways. If the hours designated above do not conform to the actual peak traffic conditions, the Contractor shall curtail and adjust work operations according to the peak traffic hours as determined by experience and as approved by the Engineer.

No general closures or detours to local access will be allowed under this contract.

(January 2, 2012 WSDOT GSP)
Work Zone Clear Zone

The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to preexisting conditions or permanent Work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.

During nonworking hours equipment or materials shall not be within the WZCZ unless they are protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete

barrier shall be permitted only if the Engineer approves the installation and location.

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

The Contractor's nonessential vehicles and employees private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval.

Minimum WZCZ distances are measured from the edge of traveled way and will be determined as follows:

Regulatory Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10*
40 mph	15
45 to 55 mph	20
60 mph or greater	30

* or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

(******)
The above work zone clear zone provisions apply only to East Lake Sammamish Parkway.

1-07.23(2) CONSTRUCTION AND MAINTENANCE OF DETOURS

(******)

The following is added at the end of this section:

Closure signing shall be installed as shown in the Plans a minimum of ten calendar days in advance of the closure period. The Contractor shall not close the trail until all closure signs and other traffic control devices are in place and operating. If the Contractor wishes to deviate from the plan provided, a Contractor-provided detour closure signing plan shall be submitted to the Engineer for approval at least ten days prior to implementing the detour route closure.

The Contractor shall patrol the closure route at least twice during each working day and at least once during each non-working day to ensure that all traffic signs and other traffic control devices are properly placed and operative. Signs and traffic control devices misplaced, mutilated, or destroyed shall be replaced by the Contractor without delay.

The Contractor shall provide minimum of two trail closure signs and Type III barricades at each driveway crossing location. . The lump sum contract price for "Trail Closure Signing" shall be full compensation for furnishing, placing, maintaining, resetting, and repairing all closure signs and

barricades.

Section 1-07.23(2) is supplemented with the following:

(******)

1. The existing trail corridor will be closed during construction except access to existing driveways. Driveways shall remain open at all times to the adjacent property owners. Flaggers and spotters shall be utilized for flagging traffic in and out of construction entrances where intersects East Lake Sammamish Parkway.

2. Additional traffic control devices or flagging by uniformed police officer may be stationed at existing access points along the trail corridor, as authorized by the Project Representative, to keep public off the construction zone for the trail corridor. This additional traffic control and warning signs/lights authorized by the Project Representative will be paid under "Additional Public Safety Measures" by force account as provided in Section 1-09.6. If temporary parking areas are required for adjacent residents during construction of driveway crossings, the Works, as authorized by the Project Representative, to create such areas will also be paid under "Additional Public Safety Measures" by force account as provided in Section 1-09.6.

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

1-08.0(1) PRECONSTRUCTION CONFERENCE (NEW SECTION)

(******)

Prior to the Contractor beginning the physical on-site work, a preconstruction conference will be held between the Contractor, the Project Representative, and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To establish lines of authority and communication within the Contract team. Define the duties and responsibilities of all parties.
2. To discuss the administrative requirements of the Contract.
3. To distribute forms to the Contractor to be utilized on the Contract.
4. To discuss community and permit issues.
5. To review the initial progress schedule;
6. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
7. To establish a training time for staff using the web based project management system Unifier.
8. To establish normal working hours for the work;
9. To review safety standards, traffic control and other regulatory requirements; and
10. To establish weekly progress meeting time.
11. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit prior to or at the preconstruction meeting the following:

1. A breakdown of all lump sum items;
2. Stamped structural calculations and shop drawings for structural earth walls, gravity block walls, stairs, and box culverts for building permit application. The Contractor is responsible for obtaining the building permit from Department of Permitting and Environmental Review.
3. A preliminary schedule of working drawing submittals. Within 14 days after the effective date of the Notice to Proceed-Planning, provide a detailed schedule of all submittals required by the Contract (Submittal Control Document). The submittal schedule shall be integrated into the construction schedule.
4. A preliminary list of material sources for approval.
5. Baseline construction schedule.
6. Traffic control plans for approval.
7. Organizational structure of the Contractor staff. Organizational chart to show the Contractor's representative, scheduler, superintendent, emergency contacts and all other staff positions is required within 7 days after the effective date of the Notice to Proceed. Phone and pager numbers for 24-hour notice shall be listed.
8. Documentation of a legal disposal site.
9. Construction sequencing plan in accordance to the requirements in Section 1-08.0(3) for approval.
10. Pedestrian traffic control plan in accordance to the requirements in Section 1-10.2(2) for approval.

No construction work shall start until all these submittals are approved by the Project Representative, except as provided in Section 1-08.5.

Notification of the preconstruction conference will be made at least seven days prior to the conference. Ensure that the Contractor's representative, superintendent, safety officer, and representatives of all major subcontractors are present at the meeting.

1-08.0(2) PROGRESS MEETINGS
(NEW SECTION)
(******)

Weekly meetings will be held between the County and the Contractor. Additional parties will attend as necessary. The Contractor is required to attend these meetings to discuss three week look-ahead schedule.

The following agenda items will be discussed at the weekly meetings:

1. Review progress on action items from prior meetings.
2. Review work progress since last meeting and review three week look-ahead schedule.

3. Note field observations, problems and decisions.
4. Identify problems that impede planned progress.
5. Contractor needs list to allow the construction schedule to be met.
6. Review off-site fabrication status and problems.
7. Develop corrective measures and procedures to regain planned schedule.
8. Update construction schedule as indicated.
9. Review planned work during next scheduled look-ahead period.
10. Coordinate projected work with other contractors.
11. Review submittal schedules and status of outstanding submittals.
12. Discuss maintaining quality and work standards.
13. Review changes for:
    a. Effect on construction schedule.
    b. Review status and action required for changes.
14. Request Contractor to discuss all issues which the Contractor considers additional scope, cost, or impact to the Contract.
15. Review safety measures. Identify and discuss areas of concern.
16. Review procedures for using web bases project management system, Unifier.
17. Other items as required.

1-08.0(3) CONSTRUCTION SEQUENCING PLAN
(NEW SECTION)
(******)

The project area is in close proximity to the homeowners and sensitive areas on a narrow corridor with limited construction access points and staging areas. To minimize the disruption to the adjacent homeowners and expedite the project schedule, the Contractor is required to develop a construction sequencing plan that will be used by the County to communicate with the general public and other agencies. The Contractor shall prepare and submit a construction sequencing plan that includes a written narrative and figures which meets the following objectives and milestones:

1) The Contractor shall have multiple work crews on site during construction, particularly for retaining wall construction works. The Contractor must include this factor when planning the sequence of works.

2) The Contractor shall begin trail construction from north end at 187th Avenue NE, with the objective of minimizing trail closure from 187th Avenue NE to Driveway 20 (approximate A-line Stationing 572+50 to Stationing 599+40) to accommodate the users of the Sammamish Landing Park.

3) The asphalt paving for the entire trail shall be complete no later than October 1.

4) The construction access to the trail corridor is limited. No construction traffic will be allowed to access the site via driveways that are labeled as private on the Contract Plans. The Contractor shall detail staging areas and haul route in the construction sequencing plan. If offsite staging areas are proposed, the Contractor shall state this in the sequencing plan.

Payment

Payment will be made in accordance with Section 1-04.1 for the following Bid item included in the Proposal.

"Construction Sequencing Plan", lump sum.

The lump sum payment for the "Construction Sequencing Plan" shall be full pay for all costs associated with developing the Construction Sequencing Plan.

1-08.1 SUBCONTRACTING
(October 12, 1998 WSDOT GSP)

The following is added at the end of this section:

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 titled "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.

Required Submittals During Work. The Contractor shall collect, submit and update the submittals listed below for itself, its subcontractors and any sub tier subcontractors and suppliers to King County Business Development and Contract Compliance Section. Such subcontractor information shall be submitted prior to the county processing and paying any progress payment that includes such subcontractor work.

1. An Affidavit and Certificate of Compliance demonstrating subcontractors' commitment to comply with the provisions of KCC Chapter 12.16; a Personnel Inventory Report; and Statement of Compliance.

2. Updated Subcontractors and Suppliers List. With any changes in subcontractors and suppliers on the Project, the Contractor shall update and submit the Subcontractors and Suppliers List along with all other required subcontractor submittals. The Contractor shall submit the Updated Subcontractors and suppliers List electronically using the BDCC Reporting Web site. Telephone 206-205-3443 for information on how to obtain access to the reporting website. Report forms are available on the BDCC Reporting Website.

3. Monthly Utilization Reports. (EEO Monthly Reports) need to be completed each month by the prime and by each subcontractor for the month or portion thereof that the firm is performing work. The Contractor shall submit all EEO Monthly Utilization Reports—(EEO Monthly Utilization Report and Apprenticeship Utilization Report Form) electronically using the BDCC Reporting Web site. Telephone 206-205-3443 for information on how to obtain access to the reporting website. Report forms are available on the BDCC Reporting Website.

1-08.1(1) SUBCONTRACT COMPLETION AND RETURN OF RETAINAGE WITHHELD

(June 27, 2011 WSDOT GSP)

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

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 (10) 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.

1-08.1(2) AFFIDAVITS OF AMOUNTS PAID

(NEW SECTION)
(February 22, 2011 KC GSP)

Upon completion of all work and as a condition precedent to final payment, the Contractor shall submit a final Affidavit of Amounts Paid, identifying amounts actually paid and amounts owed to each subcontracting firm for performance under the Contract. Failure to submit such affidavits may result in withholding of payments or the final payment. Affidavit forms will be provided by the County.

Site Visits: King County may at any time visit the site of the work and the Contractor's office to review records related to actual utilization of and payments to subcontracting firms. The Contractor shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Contractor shall provide every assistance requested by King County during such visits.

1-08.3 PROGRESS SCHEDULE

1-08.3(1) GENERAL REQUIREMENTS
(******)

Section 1-08.3(1) is supplemented with the following:

Scheduler of the Contractor shall have past experience using Primavera or MS project scheduling software, and experience developing and maintaining cost loaded and resource loaded schedules. The scheduler shall have past experience performing these activities on no less than two (2) substantially completed construction projects within the last seven (7) years, where the price of each identified projects totaled at least $3,000,000.

1-08.3(2)D WEEKLY LOOK-AHEAD SCHEDULE

(******)

Section 1-08.3(2)D is supplemented with the following:

Three week look-ahead schedule is to be submitted at each weekly progress meetings. The three week look-ahead schedule shall show the Works complete in the previous week and proposed Work activities for the next two weeks.

1-08.4 PROSECUTION OF WORK

(February 22, 2011 KC GSP)

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

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 on the date specified in the Notice to Proceed, 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.

1-08.5 TIME FOR COMPLETION

Section 1-08.5 is supplemented with the following:

(******)

This project shall be physically completed in its entirety within 220 working days. Contract time shall begin on the date identified in the Notice to Proceed – Construction Phase or 30 days after issuance of the Notice to Proceed – Planning Phase, whichever is earlier. The asphalt paving works for the entire trail shall be complete no later than October 1.

(******)

Construction Planning Work

Planning work is required to be complete within 30 calendar days after issuance of Notice to Proceed-Planning and prior to the start of construction work onsite. The planning work shall include a pre-construction conference per Section 1-08.0(1), establishment of the Contractor's field office, provision of required submittals and documents as detailed in Section 1-08.0(1). The Engineer will issue a Notice to Proceed – Construction Phase when these requirements are complete. Upon the approval by the Project Representative, the Contractor shall commence procurement of equipment and materials and installation of erosion control items during the planning work period.

(August 4, 2003)
Incentive For Early Completion

It is essential that the Contracting Agency has full and unrestricted use of the facilities at the earliest possible time. As an incentive to the Contractor, the Contracting Agency will pay the Contractor *** $1000 *** for each working day remaining in the contract prior to the established *** Substantial *** completion date, but not to exceed an amount equal to *** $50,000 ***.

The days eligible for the incentive will be calculated by subtracting the working days elapsed through the date of *** Substantial *** completion from the total working days established in the Special Provision **TIME FOR COMPLETION**.

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.

1-09.8 PAYMENT FOR MATERIAL ON HAND

(August 3, 2009 APWA GSP)

The last paragraph of Section 1-09.8 is revised to read:

The Contracting Agency will not pay for material on hand when the invoice cost is less than $2,000. As materials are used in the work, credits equaling the partial payments for them will be taken on future estimates. Each month, no later than the estimate due date, the Contractor shall submit a letter to the Project Engineer that clearly states: 1) the amount originally paid on the invoice (or other record of production cost) for the items on hand, 2) the dollar amount of the material incorporated into each of the various work items for the month, and 3) the amount that should be retained in material on hand items. If work is performed on the items and the Contractor does not submit a letter, all of the previous material on hand payment will be deducted on the estimate. Partial payment for materials on hand shall not constitute acceptance. Any material will be rejected if found to be faulty even if partial payment for it has been made.

1-09.9 PAYMENTS

(February 22, 2011 KC GSP)

The sixth paragraph of this section is deleted and replaced with the following:

Upon completion of all Work and after final inspection (Section 1-05.11), the amount due the Contractor under the Contract will be paid based upon the final estimate made by the Engineer

and presentation of a Comparison of Quantities signed by Contractor. Such voucher shall be deemed a release of all claims of the Contractor unless a claim is filed in accordance with the requirements of Section 1-09.11 and is expressly excepted from the Contractor's certification on the Comparison of Quantities.

1-09.9(1) RETAINAGE

(June 27, 2011 WSDOT GSP)

This section is deleted in its entirety.

1-09.11(3) TIME LIMITATION AND JURISDICTION

(February 22, 2011 KC GSP)

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

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

1-10 TEMPORARY TRAFFIC CONTROL

1-10.1(2) DESCRIPTION

(February 22, 2011 KC GSP)

The fourth paragraph of this section is deleted and replaced with the following:

The Contractor shall provide signs and other traffic control devices not otherwise specified as being furnished by the Contracting Agency. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public at all times from injury or damage as a result of the Contractor's operations which may occur on or adjacent to highways, roads, streets, sidewalks, or paths. No Work shall be done on or adjacent to any traveled way until all necessary signs and traffic control devices are in place.

1-10.2 TRAFFIC CONTROL MANAGEMENT

1-10.2(1) GENERAL

(February 22, 2011 KC GSP)

In reference to this section, the TCM and TCS shall be certified as worksite traffic control supervisors by one of the following organizations:

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
(360) 297-3035

Evergreen Safety Council
401 Pontius Ave. N.
Seattle, WA 98109
1-800-521-0778 or
(206) 382-4090

The American Traffic Safety Services Association
15 Riverside Parkway, Suite 100
Fredericksburg, Virginia 22406-1022
Training Dept. Toll Free (877) 642-4637
Phone: (540) 368-1701

1-10.2(2) TRAFFIC CONTROL PLANS

(February 22, 2011 KC GSP)

The second paragraph of this section is deleted and replaced with the following:

When the Contractor's chosen method of performing the Work in the Contract requires some form of temporary traffic control for vehicles, bicyclists, or pedestrians, the Contractor shall either: (1.) designate and adopt, in writing, the traffic control plan or plans from the Contract Documents that support that method; (2.) submit a Contractor's plan that modifies, supplements or replaces a plan from the Contract Documents; or (3) where no traffic control plan appears in the Contract Documents, submit a Contractor-proposed traffic control plan. Any Contractor-proposed plan, modification, supplement, or replacement shall show the necessary construction signs, flaggers, spotters and other traffic control devices required to support the Work. Any Contractor-proposed traffic control plan shall conform to the established standards for plan development as shown in the *MUTCD*, Part 6. The Contractor's submittal, either designating and adopting a traffic control plan from the contract documents or proposing a Contractor-developed plan, shall be provided to the Engineer for approval at least ten calendar days in advance of the time the signs and other traffic control devices are scheduled to be installed and utilized. The Contractor shall be solely responsible for submitting any proposed traffic control plan or modification, obtaining the Engineer's approval, and providing copies of the approved Traffic Control Plans to the Traffic Control Supervisor.

(******)

Pedestrian Traffic Control

The project area is adjacent to a number of recreational properties and a City-owned park. The Contractor shall implement appropriate pedestrian traffic control measures to direct and control pedestrian traffic. The Contractor shall develop a pedestrian traffic control plan of how to provide a safe measure for the pedestrian to cross the work zone and access these recreational properties and submit this plan during the planning phase identified in Section 1-08.5. This lump sum item will include payment for developing a pedestrian control plan and the pedestrian traffic control measures, signing and devices.

1-10.3(1)A FLAGGERS AND SPOTTERS

(February 22, 2011 KC GSP)

The following is added at the end of this section:

In addition to flagging or spotting 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(1)B OTHER TRAFFIC CONTROL LABOR

(February 22, 2011 KC GSP)

This section is deleted in its entirety.

1-10.3(3)A CONSTRUCTION SIGNS

(February 22, 2011 KC GSP)

The third paragraph of this section is deleted and replaced with the following:

All existing signs, new permanent signs installed under this Contract, and construction signs installed under this Contract that are inappropriate for the traffic configuration at any time shall be removed or completely covered in accordance with Section 8-21.3(3).

1-10.3(3)L EXISTING SIGNING

(NEW SECTION)

(February 22, 2011 KC GSP)

During the life of the Contract, the Contractor shall be responsible for all existing signing damaged or removed by construction operations. Any signs damaged or removed shall be replaced by the Contractor, to the satisfaction of the Engineer, at Contractor expense.

Warning and regulatory signs may be temporarily relocated to portable sign stands for convenience of construction, subject to the approval of the Engineer. When temporarily installed on posts, the signs shall be located at or as near as practical to their original locations and shall have a minimum vertical clearance above the pavement in accordance with the Manual on Uniform Traffic Control Devices. Upon completion of construction in the area immediately surrounding the permanent sign location, the Contractor shall reinstall the sign and support in its permanent location. All costs for the work shall be included in the unit Contract bid prices for the various other items of work in the Proposal.

1-10.4 MEASUREMENT

1-10.4(1) LUMP SUM BID FOR PROJECT (NO UNIT ITEMS)

(August 2, 2001 WSDOT GSP)

The following is added at the end of this section:

The bid proposal contains the item “Project Temporary Traffic Control,” lump sum and the additional temporary traffic control items listed below. The provisions of Section 1-10.4(1) Section 1-10.4(3), and Section 1-10.5(3) shall apply.

Flaggers and Spotters

Pedestrian Traffic Control

(******)

The lump sum payment for the “Pedestrian Traffic Control” shall be full pay for all costs associated with providing pedestrian traffic control within the project area and developing an approved pedestrian traffic control plan.

END OF DIVISION 1

DIVISION 2
EARTHWORK

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 DESCRIPTION

(******)

Section 2-01.1 is supplemented with the following:

The Works also include additional clearing and removal of trees beyond clearing and grubbing limits and preparation works for mitigation planting areas.

2-01.3 CONSTRUCTION REQUIREMENTS

(******)

Section 2-01.3 is supplemented with the following:

The Contractor shall flag the clearing and grubbing limits for the Project Representative's approval prior to start of construction and maintain the flagging for the duration of the Contract. If there is any conflict between the Plans and field conditions, notify the Project Representative.

The Contractor shall not grub and dredge materials outside of these limits unless authorized to do so by the Project Representative. All items disturbed outside the clearing and grubbing limits and not called out for removals shall be replaced at the expense of the Contractor. Area beyond high visibility fence is defined as tree protection zone.

The Contractor shall prune tree branches or bushes that extend into trail surface and maintain minimum of 10 foot vertical clearance from the trail surface.

Clearing
Tree removal beyond clearing and grubbing limits, per arborist's assessment, shall be flagged and approved by the Engineer prior to clearing.

Mitigation Clearing and Grubbing
The Contract shall clear and grub unwanted vegetation in the wetland enhancement mitigation areas as shown on the Plans in accordance to the standard requirements for clearing and grubbing under Section 2-01.3, except existing topsoil or organic matters shall be left in place for soil amendment. Any trees or native growth in the mitigation areas, other than the unwanted vegetation, shall be flagged and approved by the Project Representative prior to clearing and grubbing.

Unwanted vegetations are defined as follows:

In addition to noxious weeds, unwanted vegetation within roadside and mitigation areas throughout the project limits includes lawn or grass, Reed Canarygrass (*Phalaris arundinacea*), Purple loosestrife (*Lythrum salicaria*), Himalayan blackberry (*Rubus discolor* or *R. procerus*) and Evergreen blackberry (*Rubus laciniatus*), Scotch broom (*Cytisus scoparius*), Hedge bindweed (*Calystegia sepium*), Giant hogweed (*Heracleum Mantegazzianum*), Canadian thistle (*Cirsium arvense*), Butterfly bush (*Buddleia spp.*), Common reed (*Phragmites australis*) and Japanese knotweed (*Polygonum cuspidatum*).

This list of unwanted vegetation is not a complete list of weeds to be controlled within the project limits. The site may also include other invasive and competitive vegetation, as determined by the Engineer, which shall be controlled as ordered by the Engineer.

2-01.4 MEASUREMENT

(******)

Section 2-01.4 is supplemented with the following:

Clearing will be measured by each tree being removed and disposed.

Mitigation clearing and grubbing will be measured by acre.

2-01.5 PAYMENT

(******)

Section 2-01.5 is supplemented with the following:

"Clearing" per each.

The unit Contract price per each for "Clearing" shall be full pay for all Work described in this section.

"Mitigation Clearing and Grubbing" per acre.

The unit Contract price per acre for "Mitigation Clearing and Grubbing" shall be full pay for all Work described in this section.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 DESCRIPTION

(******)

Section 2-02.1 is supplemented with the following:

This work shall consist of removing and disposing of, or salvaging and storing items as shown on the Plans and listed in the Special Provisions.

2-02.3 CONSTRUCTION REQUIREMENTS

(******)

Section 2-02.3 shall be supplemented with the following:

Removing and Salvaging Split Rail Fence

Fence shall be removed, salvaged, and stored on site for relocation in accordance to the Plans.

Removing and Salvaging Chain Link Fence

Existing chain link fences vary in height, ranging from 5-foot to 6-foot high. Fence shall be removed, salvaged, and stored on site for the Contracting Agency to pick up.

Removing and Salvaging Wood Guardrail

Wood guardrail shall be removed, salvaged, and stored on site for relocation in accordance to the Plans.

Removing and Salvaging Chain Link Gate

Chain link gate shall be removed, salvaged, and stored on site for relocation in accordance to the Plans. Sizes of existing gates shown on the Plans vary and are approximate. Single gates vary from 3.5 feet to 8 feet wide and double gates vary from 16 feet to 30 feet wide. All parts of the gates shall be salvaged for reinstallation.

Removing Wood Board Fence and Metal Fence

Fence shall be removed and disposed offsite.

Removing Wall

Types of wall and the locations are shown on the Plans. All wall materials including foundations, wall drains and backfill shall be removed, disposed and hauled offsite.

Removing Wood Board Gate and Metal Electronic Gate and Post

The adjacent property owners who installed the gates have been notified by the Contracting Agency to remove the gates and posts as shown on the Plans prior to the start of construction. If the gates and posts are still on site by the time of construction starts, the Contractor shall remove and dispose the items, as directed by the Engineer.

Additional Removals

Additional structures and obstructions may present within construction limits and conflict with the improvement. Quantities of these removals are unknown. The Contractor shall remove and dispose the items, as directed by the Engineer.

2-02.3(2) REMOVAL OF BRIDGES, BOX CULVERTS, AND OTHER DRAINAGE STRUCTURES

(******)

Section 2-02.3(2) shall be supplemented with the following:

Abandon Cleanout

The impact of grading to the existing yard drain cleanouts is unknown. If grading should impact the cleanouts, removal shall be accomplished by first removing the cleanout cap, and then by making a neat horizontal cut at finished grade. All cuts shall be made with saws specifically equipped for this purpose. The cap shall be preserved and placed on the cleanout once the cut has been made. All work described shall be included in removal of structure and obstruction bid item.

The depths of the buried yard drain pipes in the planting areas are unknown.

2-02.3(3) REMOVAL OF PAVEMENT, SIDEWALKS, CURBS, AND GUTTERS

(******)

Section 2-02.3(3) shall be supplemented with the following:

The thickness of existing pavement throughout the project is unknown. Pavement type may vary throughout the project. Removal shall be accomplished by making a neat longitudinal vertical full depth cut along the boundaries of the area to be removed. All cuts shall be continuous, and shall be made with saws specifically equipped for this purpose. No skip cutting will be allowed.

Wheel cutting or jack hammering will not be considered an acceptable means of pavement removal.

The buried concrete and other buried debris in the planting areas are unknown.

2-02.4 MEASUREMENT

(******)

Section 2-02.4 shall be supplemented with the following:

The following items of work shall be included in the lump sum item “Removal of Structure and Obstruction”.

1. Removing bollards.
2. Removing and salvaging trash cans and trash bag dispensers.
3. Removing 4x4 wood posts (8 foot).
4. Removing portable toilet and deck.
5. Removing concrete stairs.
6. Removing boardwalk debris..
7. Removing wood fenceh corrugated metal sheeting.
8. Removing drainage structures and pipes that are not otherwise included under the structure excavation bid item.
9. Removing wood stairs.
10. Removing solar lights.

Separate measurements will be made for the following items:

Removing and salvaging split rail fence will be measured by the linear foot of complete removal and salvage of the fence. Removal limits shall be marked and measured prior to removal.

Removing and salvaging chain link fence will be measured by the linear foot of complete removal and salvage of the fence. Removal limits shall be marked and measured prior to removal.

Removing and salvaging wood guardrail will be measured by the linear foot of complete removal and salvage of the wood guardrails. Removal limits shall be marked and measured prior to removal.

Removing wall will be measured by square foot removed. Removal limits shall be marked and measured prior to removal.

Removing and salvaging chain link gate will be measured per each for the complete removal and salvage of the gate.

Removing wood board fence and metal fence will be measured by the linear foot of complete removal of the fence. Removal limits shall be marked and measured prior to removal.

Removing asphalt concrete pavement and removing cement concrete pavement will be measured by square yard removed. Only the removals of pavements that lie outside an excavation area will be measured. No separate measurement will be made for sawcutting.

Removing culvert pipe will be measured per linear foot.

No specific unit of measurement will apply to the force account item of "Additional Removal of Structure and Obstruction".

2-02.5 PAYMENT

(******)

Section 2-02.5 shall be supplemented with the following:

"Removal of Structure and Obstruction", lump sum.

The costs associated with the removal and disposal of the items shall be included in the lump sum bid price for "Removal of Structure and Obstruction". Salvaging and storing of the specified items for relocation shall also be included in this bid item.

"Removing and Salvaging Split Rail Fence", per linear foot.

"Removing Wood Board Fence", per linear foot.

"Removing and Salvaging Chain Link Fence", per linear foot.

"Removing and Salvaging Wood Guardrails", per linear foot.

"Removing ____Wall", per square foot.

"Removing Metal Fence", per linear foot.

"Removing Asphalt Conc. Pavement", per square yard.

"Removing Cement Conc. Pavement", per square yard.

"Removing and Salvaging Single Chain Link Gate", per each.

"Removing and Salvaging Double Chain Link Gate", per each.

"Removing Culvert Pipe " per linear foot.

Where culvert removal is in same location as new culvert installation, the work shall be paid under Structure Excavation Class B Incl. Haul in accordance to Section 7-02.5,

"Removing Water Line" and "Removing Sanitary Sewer Line", per linear foot.

The unit price per linear foot for "Removing Water Line" and "Removing Sanitary Sewer Line" shall be full pay for all Work to locate the utilities, coordinate with homeowners for shut downs, excavate the trench, cut, remove and dispose of the lines, and backfill the trench. Removing, salvaging, and reinstalling the driveway pavers shall be paid under force account.

The unit price per square yard for "Removing Asphalt Conc. Pavement" and "Removing Cement Conc. Pavement" shall be full pay for all labor, equipment, and materials necessary to perform the works. This bid item shall include sawcutting for removal of pavements.

"Additional Removal of Structure and Obstruction", by force account.

Other additional removals and disposal of structure and obstruction within construction limits, if deemed necessary by the Engineer, will be paid by force account in accordance with Section 1-09.6. Abandon cleanouts, yard drains, or additional gate removals, as deemed necessary by the Engineer, will be paid under this force account.

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.3 CONSTRUCTION REQUIREMENTS

(******)

Section 2-03.3 is supplemented with the following:

Cross Sections

Cross section information used for design of this project is available for review upon request.

All work activities shall not go beyond high visibility fence.

2-03.3(14)E UNSUITABLE FOUNDATION EXCAVATION

(******)

Section 2-03.3(14)E is supplemented with the following:

Unsuitable materials may be present in some areas. Unsuitable foundation shall be backfilled with quarry spalls, with geotextile fabric for reinforcing subgrade as directed by the on-site Geotechnical Engineer.

2-03.4 MEASUREMENT

(******)

Section 2-03.4 is supplemented with the following:

Only one determination of the original ground elevation will be made on this project. Measurement for the roadway excavation and embankment will be based on the original ground elevations recorded previous to the award of this contract.

If discrepancies are discovered in the ground elevations which will materially affect the quantities of the earthwork, the original computations of earthwork quantities will be adjusted accordingly.

Earthwork quantities will be computed, either manually or by means of electronic data processing equipment, by use of the average end area method or by the finite element analysis methods utilizing digital terrain modeling techniques.

Copies of the ground cross-section notes will be available for the bidder's inspection upon request, before the opening of bids.

Upon award of the contract, copies of the original ground cross-section will be furnished to the successful bidder on request to the Project Engineer.

(******)
No specific unit of measurement will apply to the force account item of "Unsuitable Subgrade Preparation".

2-03.5 PAYMENT
(******)

Section 2-03.5 is supplemented with the following:

"Unsuitable Subgrade Preparation", by force account as provided in Section 1-09.6.

Furnishing and installing geotextile fabric for reinforcing subgrade for wall foundation and for pavement section and any additional Works for subgrade preparation, as deemed necessary by the Project Representative, will be paid by force account in accordance with Section 1-09.6.

2-04 HAUL

2-04.1 DESCRIPTION

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

This work shall consist of transporting excavated material from its original site to its final resting place on the project or at a waste site. All imported materials shall include the costs of haul in their unit Contract prices bid. All costs and expense involved in haul will be considered incidental to the various bid items of the project and no additional compensation will be made.

2-04.4 MEASUREMENT

This section is deleted in its entirety.

2-04.5 PAYMENT

This section is deleted in its entirety.

END OF DIVISION 2

DIVISION 4
BASES

4.04 BALLAST AND CRUSHED SURFACING

4.04.1 DESCRIPTION

(******)

Section 4-04.1 is supplemented with the following:

This work shall consist of placement of ¾- inch crushed clean rock as shown on the drainage details. This work shall also include crushed ledge rocks for trail shoulders and underneath pavements.

4-04.2 MATERIALS

(******)

Section 4-04.2 is supplemented with the following:

3/4-Inch Crushed Clean Rock 9-03.9(5)

5/8-Inch Crushed Ledge Rock 9-03.9(6)

4-04.4 MEASUREMENT

(******)

Section 4-04.4 is supplemented with the following:

3/4-Inch Crushed Clean Rock and 5/8-Inch Crushed Ledge Rock shall be measured by the ton.

4-04.5 PAYMENT

(******)

Section 4-04.5 is supplemented with the following:

"3/4-Inch Crushed Clean Rock", per ton.

"5/8-Inch Crushed Ledge Rock", per ton. The unit contract price per ton for "3/4-Inch Crushed Clean Rock" and "5/8-Inch Crushed Ledge Rock" shall be full compensation for all costs incurred for furnishing, portioning, loading, hauling, and placing the materials.

END OF DIVISION 4

DIVISION 6
STRUCTURES

6-02 CONCRETE STRUCTURES

6-02.1 DESCRIPTION

(******)

Section 6-02.1 is supplemented with the following:

This Work consists of installing cast-in-place concrete stair as shown in the Plans.

6-02.2 MATERIALS

(******)

Section 6-0.2 is supplemented with the following:

Concrete of the stair shall be Class 4000 with reinforcing bars as shown on the Plans.

Crushed surfacing top course shall meet the requirements of Section 9-03.9(3).

Section 6-0.2 is supplemented with the following:

Resin Bonded Anchors for Soldier Pile Wall

The resin bonded anchor system shall include the nut, washer, and threaded anchor rod which is installed into hardened concrete with a resin bonding material.

Resin bonding material used in overhead and horizontal application shall be specifically recommended by the resin manufacturer for those applications.

Resin bonding material used in submerged liquid environment shall be specifically recommended by the resin manufacturer for this application.

The resin bonded anchor system shall conform to the following requirements:

1. Threaded Anchor Rod and Nuts

   Threaded anchor rods shall conform to ASTM A 193 Grade B7 or ASTM A 449, except as otherwise noted, and be fully threaded. Threaded anchor rods for stainless steel resin bonded anchor systems shall conform to ASTM F 593 and shall be Type 304 unless otherwise specified.

   Nuts shall conform to ASTM A 563, Grade DH, except as otherwise noted. Nuts for stainless steel resin bonded anchor systems shall conform to ASTM F 594 and shall be Type 304 unless otherwise specified.

   Washers shall conform to ASTM F 436, and shall meet the same requirements as the supplied anchor rod, except as otherwise noted. Washers for stainless steel resin bonded anchor systems shall conform to ASTM A 240 and the geometric

requirements of ASME B18.21.1 and shall be Type 304 Stainless Steel unless otherwise specified.

Nuts and threaded anchor rods, except those manufactured of stainless steel, shall be galvanized in accordance with AASHTO M 232. Galvanized threaded anchor rods shall be tested for embrittlement after galvanizing, in accordance with Section 9-29.6(5).

Threaded anchor rods used with resin capsules shall have the tip of the rod chiseled in accordance with the resin capsule manufacturer's recommendations. Galvanized threaded rods shall have the tip chiseled prior to galvanizing.

2. Resin Bonding Material

Resin bonding material shall be a two component epoxy resin conforming to Type IV ASTM C 881 or be one of the following:

a. Vinyl ester resin.

b. Polyester resin.

c. Methacrylate resin.

3. Ultimate Anchor Tensile Capacity

Resin bonded anchors shall be tested in accordance with ASTM E 488 to have the following minimum ultimate tensile load capacity when installed in concrete having a maximum compressive strength of 6000 pounds per square inch (psi) at the embedment specified below:

Anchor Diameter (inch)	**Tensile Capacity (lbs.)**	**Embedment (inch)**
3/8	7,800	3-3/8
1/2	12,400	4-1/2
5/8	19,000	5-5/8
3/4	27,200	6-3/4
7/8	32,000	7-7/8
1	41,000	9
1-1/4	70,000	11-1/4

The Contractor shall submit items 1 and 2 below to the Engineer for all resin bonded anchor systems. If the resin bonded anchor system and anchor diameter are not listed in

the current WSDOT Qualified Products List, the Contractor shall also submit item 3 below to the Engineer.

For resin bonded anchor systems that are installed in a submerged liquid environment the Contractor shall submit items 1, 2, and 4 below. If the resin bonded anchor system and anchor diameter are not listed in the current WSDOT Qualified Products List, the Contractor shall also submit item 3 below to the Engineer.

1 The resin manufacturer's written installation procedure for the anchors.

2. The manufacturer's certificate of compliance for the threaded anchor rod certifying that the anchor rod meets these requirements.

3. Test results by an independent laboratory certifying that the threaded anchor rod system meets the ultimate anchor tensile load capacity specified in the above table. The tests shall be performed in accordance with ASTM E 488.

4. For threaded anchors intended to be installed in submerged liquid environments the Contractor shall submit tests performed by an independent laboratory within the past 24 months which certifies that anchors installed in a submerged environment meet the strength requirements specified in the above table.

6-02.3 CONSTRUCTION REQUIREMENTS

(******)

Section 6-02.3 is supplemented with the following:

Concrete stair shall be constructed in accordance to the details shown on the Plans.

6-02.4 MEASUREMENT

(******)

Section 6-02.4 is supplemented with the following:

Concrete stairs will be measured by the square foot of completed concrete stairs along the horizontal tread, including landings. No separate measurement will be made for reinforcing bars and crushed surfacing top course.

No separate measurement will be made for resin bonded anchors for installing railing bracket onto the concrete fascia panels.

6-02.5 PAYMENT

(******)

Section 6-02.5 is supplemented with the following:

"Concrete Stair", per square foot.

The unit Contract price per square foot for "Concrete Stair" shall be full pay for all labor, equipment, and materials necessary to install the concrete steps and landings. This bid item

shall include furnishing and installing reinforcing bars and crushed surfacing top course underneath the concrete steps and landings.

All costs for installing resin bonded anchors for the railing bracket shall be included in the included in the unit Contract price per linear foot for "Coated Chain Link Fence Type 6" as specified in Section 8-12.

6-06 BRIDGE RAILINGS

6-06.1 DESCRIPTION

(******)

Section 6-06.1 is supplemented with the following:

This work shall consist of fabrication and construction of metal handrail for concrete stairs, as shown on the Plans.

6-06.2 MATERIALS

(******)

Section 6-06.2 is supplemented with the following:

Materials for metal handrail shall be galvanized steel in accordance to the standard plan referenced in the Plans, Standard Specifications, and in the Appendix B of these Specifications.

6-06.3 CONSTRUCTION REQUIREMENTS

(******)

Section 6-06.3 is supplemented with the following:

Metal handrail shall be constructed in accordance to the standard plan referenced in the Plans and in the Appendix B of these Specifications. No railing shall be erected until the surface to which it is to be attached is completed.

6-06.4 MEASUREMENT

(******)

Section 6-06.4 is supplemented with the following:

Metal handrail will be measured by the linear foot along the line and slope at the base of the completed railings.

6-06.5 PAYMENT

(******)

Section 6-06.5 is supplemented with the following:

"Metal Handrail", per linear foot.

The unit contact price for "Metal Handrail" per lineal foot shall be full pay for furnishing all labor, tools, equipment, and materials required, including but not limited to, railing, welding, attachment fittings, and cleanup.

6-13 STRUCTURAL EARTH WALLS

6-13.1 DESCRIPTION

(******)

Section 6-13.1 is supplemented with the following:

This Work consists of constructing concrete block faced structural earth walls.

6-13.2 MATERIALS

(******)

Section 6-13.2 is supplemented with the following:

Concrete Block Faced Structural Earth Wall Materials

General Materials

Concrete Block

Acceptability of the blocks will be determined based on the following:

1. Visual inspection.
2. Compressive strength tests, conforming to Section 6-13.3(4).
3. Water absorption tests, conforming to Section 6-13.3(4).
4. Manufacturer's Certificate of Compliance in accordance with Section 1-06.3.
5. Freeze-thaw tests conducted on the lot of blocks produced for use in this project, as specified in Section 6-13.3(4).
6. Copies of results from tests conducted on the lot of blocks produced for this project by the concrete block fabricator in accordance with the quality control program required by the structural earth wall manufacturer.
7. Block units shall be tri-plane face, textured and grey color.

The blocks shall be considered acceptable regardless of curing age when compressive test results indicate that the compressive strength conforms to the 28-day requirements, and when all other acceptability requirements specified above are met.

Testing and inspection of dry cast concrete blocks shall conform to ASTM C140, and shall include block fabrication plant approval by WSDOT prior to the start of block production for this project.

Mortar

Mortar shall conform to ASTM C270, Type S, with an integral water repellent admixture as approved by the Engineer. The amount of admixture shall be as recommended by the admixture manufacturer. To ensure uniform color, texture, and quality, all mortar mix components shall be obtained from one manufacturer for each component, and from one source and producer for each aggregate.

Drainage Geosynthetic Fabric
Drainage geosynthetic fabric shall be a non-woven geosynthetic conforming to the requirements in Section 9-33.1, for Construction Geotextile for Underground Drainage, Moderate Survivability, Class B.

Backfill for Concrete Block Faced Structural Earth Wall
All backfill material within the structural earth wall reinforced zone shall be free draining, free from organic or otherwise deleterious material.

Backfill material within the reinforced zone shall conform to Section 9-03.14(1), except that the maximum particle size for walls with geogrid reinforcement shall not exceed 1-1/4 inches.

All material within the structural earth wall reinforced zone shall be substantially free of shale or other soft, poor durability particles, and shall not contain recycled materials, such as glass, shredded tires, portland cement concrete rubble, or asphaltic concrete rubble. The material shall meet the following aggregate durability requirements:

Property	Test Method	Allowable Test Value
Los Angeles Wear, 500 Rev.	AASHTO T 96	5 percent max.
Degradation	WSDOT Test Method 113	15 percent min.

For walls with metallic soil reinforcement, all material within the structural earth wall reinforced zone shall meet the following chemical requirements:

Property	Test Method	Allowable Test Value
Resistivity	WSDOT Test Method 417	3,000 ohm-cm, min.
pH	WSDOT Test Method 417	5 to 10
Chlorides	AASHTO T 291	100 ppm max.
Sulfates	AASHTO T 290	200 ppm max.

If the resistivity of the backfill material equals or exceeds 5,000 ohm-cm, the specified chloride and sulfate limits may be waived.

For walls with geogrid soil reinforcement, all material within the structural earth wall reinforced zone shall meet the following chemical requirements:

Property	Test Method	Allowable Test Value
pH	WSDOT Test Method 417	4.5 to 9

Wall backfill material satisfying these gradation, durability, and chemical requirements shall be classified as nonaggressive.

Proprietary Materials

KeyStone Compact System

Reinforcing strips shall be composed of geogrid reinforcement conforming to Section 9-33.1 and shall be a product listed in Appendix D of the current WSDOT Qualified Product List (QPL). The values of T_{al} and T_{ult} as listed in the QPL for the products used shall meet or exceed the values required for the wall manufacturer's reinforcement design as specified in the structural earth wall design calculation and working drawing submittal.

Geogrid reinforcement properties shall conform the requirements listed under Tensar Geogrid Materials or equal.

Block alignment pins shall be fiberglass conforming to the requirements of Keystone Retaining Wall Systems, Inc.

Block connector pins shall conform to AASHTO M 32, and shall be galvanized after fabrication in accordance with AASHTO M 111.

Mesa Wall

Tensar Geogrid Materials

Geogrid reinforcement shall conform to Section 9-33.1, and shall be a product listed in Appendix D of the current WSDOT Qualified Products List (QPL). The values of T_{al} and T_{ult} as listed in the QPL for the products used shall meet or exceed the values required for the wall manufacturer's reinforcement design as specified in the structural earth wall design calculation and working drawing submittal.

The minimum ultimate tensile strength of the geogrid shall be a minimum average roll value (the average test results for any sampled roll in a lot shall meet or exceed the values shown in Appendix D of the current WSDOT QPL). The strength shall be determined in accordance with ASTM D6637, for multi-rib specimens.

The ultraviolet (UV) radiation stability, in accordance with ASTM D4355, shall be a minimum of 70 percent strength retained after 500 hours in the weatherometer.

The longitudinal (i.e., in the direction of loading) and transverse (i.e., parallel to the wall or slope face) ribs that make up the geogrid shall be perpendicular to one another. The maximum deviation of the cross-rib from being perpendicular to the longitudinal rib (skew) shall be no more than 1 inch in 5 feet of geogrid width. The maximum deviation of the cross-rib at any point from a line perpendicular to the longitudinal ribs located at the cross-rib (bow) shall be 0.5 inches.

The gap between the connector and the bearing surface of the connector tab cross-rib shall not exceed 0.5 inches. A maximum of 10% of connector tabs may have a gap between 0.3 inches and 0.5 inches. Gaps in the remaining connector tabs shall not exceed 0.3 inches.

The Engineer will take random samples of the geogrid materials at the job site. Approval of the geogrid materials will be based on testing of samples from each lot.

A “lot” shall be defined as all geogrid rolls sent to the project site produced by the same manufacturer during a continuous period of production at the same manufacturing plant having the same product name. The Contracting Agency will require 14 calendar days maximum for testing the samples after their arrival at the WSDOT Materials Laboratory in Tumwater, WA.

The geogrid samples will be tested for conformance to the specified material properties. If the test results indicate that the geogrid lot does not meet the specified properties, the roll or rolls which were samples will be rejected. Two additional rolls for each roll tested which failed from the lot previously tested will then be selected at random by the Engineer for sampling and retesting. If the retesting shows that any of the additional rolls tested do not meet the specified properties, the entire lot will be rejected. If the test results from all the rolls retested meet the specified properties, the entire lot minus the roll(s) which failed will be accepted.

All geogrid materials which have defects, deterioration, or damage, as determined by the Engineer, will be rejected. All rejected geogrid materials shall be replaced at no expense to the Contracting Agency.

Except as otherwise noted, geogrid identification, storage and handling shall conform to the requirements specified in Section 2-12.2. The geogrid materials shall not be exposed to temperatures less than –20F and greater than 122F.

Block connectors for block courses with geogrid reinforcement shall be glass fiber reinforced high-density polypropylene conforming to the following minimum material specifications:

Property	**Specification**	**Value**
Polypropylene	ASTM D4101	Group 1 Class 1 Grade 2 73 ±2 percent
Fiberglass Content	ASTM D2584	25 ±3 percent
Carbon Black	ASTM D4218	2 percent minimum
Specific Gravity	ASTM D792	1.08 ±0.04
Tensile Strength at yield	ASTM D638	8,700 ±1,450 psi
Melt Flow Rate	ASTM D1238	0.37 ±0.16 ounces/10 min.

Block connectors for block courses without geogrid reinforcement shall be glass fiber reinforced high-density polyethylene (HDPE) conforming to the following minimum material specifications:

Property	**Specification**	**Value**
HDPE	ASTM D1248	Type III Class A Grade 5 68 ±3 percent
Fiberglass Content	ASTM D2584	30 ±3 percent
Carbon Black	ASTM D4218	2 percent minimum
Specific Gravity	ASTM D792	1.16 ±0.06
Tensile Strength at yield	ASTM D638	8,700 ±725 psi
Melt Flow Rate	ASTM D1238	0.11 ±0.07 ounces/10 min.

(January 4, 2010 WSDOT GSP)

Allan Block Wall

Wall backfill material placed in the open cells of the precast concrete blocks and placed in the one to three foot zone immediately behind the precast concrete blocks shall conform to Section 9-03.12(4).

Geogrid reinforcement shall conform to Section 9-33.1, and shall be a product listed in Appendix D of the current WSDOT Qualified Products List (QPL). The values of T_{al} and T_{ult} as listed in the QPL for the products used shall meet or exceed the values required for the wall manufacturer's reinforcement design as specified in the structural earth wall design calculation and working drawing submittal.

The minimum ultimate tensile strength of the geogrid shall be a minimum average roll value (the average test results for any sampled roll in a lot shall meet or exceed the values shown in Appendix D of the current WSDOT QPL). The strength shall be determined in accordance with ASTM D 6637, for multi-rib specimens.

The ultraviolet (UV) radiation stability, in accordance with ASTM D4355, shall be a minimum of 70 percent strength retained after 500 hours in the weatherometer.

The Engineer will take random samples of the geogrid materials at the job site. Approval of the geogrid materials will be based on testing of samples from each lot. A "lot" shall be defined as all geogrid rolls sent to the project site produced by the same manufacturer during a continuous period of production at the same manufacturing plant having the same product name. The Contracting Agency will require 14 calendar days maximum for testing the samples after their arrival at the WSDOT Materials Laboratory in Tumwater, WA.

The geogrid samples will be tested for conformance to the specified material properties. If the test results indicate that the geogrid lot does not meet the specified properties, the roll or rolls which were samples will be rejected. Two additional rolls for each roll tested which failed from the lot previously tested will then be selected at random by the Engineer for sampling and retesting. If the retesting shows that any of the additional rolls tested do not meet the specified properties, the entire lot will be rejected. If the test results from all the rolls retested meet the specified properties, the entire lot minus the roll(s) which failed will be accepted.

All geogrid materials which have defects, deterioration, or damage, as determined by the Engineer, will be rejected. All rejected geogrid materials shall be replaced at no expense to the Contracting Agency.

Except as otherwise noted, geogrid identification, storage and handling shall conform to the requirements specified in Section 2-12.2. The geogrid materials shall not be exposed to temperatures less than 20 degrees F and greater 49 than 122 degrees F.

(******)

Unit Drainage Fill

Material for unit drainage fill shall be 3/4-inch crushed stone material or unit core fill as recommended by the block wall manufacturer.

Sieve Size	Percent Passing
1 Inch	100
3/4 Inch	75-100
No. 4	0-30
No. 50	0-5

Leveling Pad

Crushed rock for leveling base material shall meet the requirements of Section 9-03.9(3) for crushed surfacing top course.

Gravel Backfill

Gravel backfill for drains shall meet the requirements of Section 9-03.

Headwall and Drain Pipes

Concrete headwall for culvert crossings through the walls shall be per manufacturer's recommendations.

Underdrain pipe shall meet the requirements of Section 9-05. Cleanouts shall be installed per the detail shown on the Plans. Cleanout cover boxes shall have grey, light duty, round 10-inch HDPE lids and rated to support non-vehicular traffic. Lids shall be in accordance to ASTM C857, 300 lbf/ft^2.

6-13.3 CONSTRUCTION REQUIREMENTS

(******)

Section 6-13.3 is supplemented with the following:

Concrete Block Faced Structural Earth Wall

Concrete block faced structural earth walls shall be constructed of only one of the following wall systems. The Contractor shall make arrangements to purchase the concrete blocks, soil reinforcement, attachment devices, joint filler, and all necessary incidentals from the source identified with each wall system:

Mesa Wall

Mesa Wall is a registered trademark of Tensar Earth Technologies, Inc.

Tensar Earth Technologies, Inc.
5883 Glenridge Drive Suite 200
Atlanta, GA 30328
(800) 836-7271

Keystone Compact system
Keystone Compact is a registered trademark of Keystone Retaining Wall Systems, Inc.

Keystone Retaining Wall Systems, Inc.
2061 NW Aloclek Drive Suite 907
Hillsboro, OR 97214
(800) 733-7470
(FAX (503) 439-8592

(January 4, 2010 WSDOT GSP)
Allan Block Wall
Allan Block Wall is a registered trademark of the Allan Block Corporation

Allan Block Corporation
5300 Edina Industrial Blvd. Suite 100
Edina, MN 55439
(800) 899-5309 8
(FAX (952) 835-0013

6-13.3(2) SUBMITTALS

Section 6-13.3(2) is supplemented with the following:

(******)

Qualifications

The Contractor must have past experience in constructing no less than two (2) projects where structural earth wall work was substantially completed within the last seven (7) years and where the total price of the structural earth wall work for each identified project was at least $300,000. The project experience shall involve constructing structural earth wall in work area in close proximity to homeowners and sensitive environmental areas, and managing and constructing structural earth wall using multiple work crews concurrently.

The Contractor must provide documentation for each identified project experience in the following format as part of the submittal.

Structural Earth Retaining Wall Work Project Information	
Project Name:	
Project Summary:	
Scope of work performed:	
Project Owner's Name:	Owner's Telephone Number:
General Contractor's Name:	General Contractor's Telephone Number:
Project Manager's Name (or person who can verify experience):	Project Manager Telephone Number:
Project Manager's Email:	Substantial Completion Date of Structural Earth Retaining Wall Work:

Name of additional reference (if applicable):	Telephone Number of additional reference (if applicable):
Contract Price for Structural Earth Retaining Wall Work (As Awarded):	Contract Price for Structural Earth Retaining Wall Work (At Final Acceptance):

Project Detail Information For each of the criteria identified below, please check the appropriate box. If your answer is "No", the County may request additional information regarding the Bidder's response or reject the Bidder as being not responsible.	**Yes**	**No**
Did the Contractor construct the Structural Earth Retaining Walls with multiple work crews?	☐	☐
Did the Contractor construct the Structural Earth Retaining Walls on this project?	☐	☐
Did the Contractor construct Structural Earth Retaining Walls with close proximity to homeowners?	☐	☐
Did the Contractor construct Structural Earth Retaining Walls with sensitive environmental areas?	☐	☐
Did the Contractor construct two (2) or more walls simultaneously?	☐	☐
Did the Contractor manage the construction of two (2) or more walls simultaneously?	☐	☐

(******)

Structural Earth Wall Geotechnical Design Parameters
The following geotechnical design parameters shall be used for the design of the structural earth wall(s):

Wall Name or No.: *** 1 to 21 and 23 to 27 ***

Soil	**Wall**	**Retained**	**Foundation**
Properties	Backfill	Soil	Soil
Unit Weight (pcf)	135	130	125
Friction Angle (deg)	35	32	26
Cohesion (psf)	0	0	1,000

(January 4, 2010 WSDOT GSP)
For construction of Allan Block Walls, the Contractor shall submit working drawings with supporting design calculations in accordance with Section 6-01.9, and conforming to the following design specifications:

1. AASHTO LRFD Bridge Design Specifications, current edition and latest interims.
2. WSDOT Bridge Design Manual LRFD, current edition.
3. WSDOT Geotechnical Design Manual, current edition.

The submittal shall identify the geosynthetic reinforcement product, selected from those listed in Appendix D of the current WSDOT QPL and conforming to Section 6-13.2 as supplemented in these Special Provisions, for use as geosynthetic reinforcement for the wall.

6-13.3(5) PRECAST CONCRETE FACING PANEL AND CONCRETE BLOCK ERECTION

(April 2, 2012 WSDOT GSP)

Section 6-13.3(5) is supplemented with the following

Specific Erection Requirements for Precast Concrete Block Faced

Structural Earth Walls

Landmark Retaining Wall

When placing each course of concrete blocks, the Contractor shall pull the blocks towards the front face of the wall until the male key of the bottom face of the upper block contacts and fits into the female key of the top face of the supporting block below.

A maximum gap of 1/8-inch is allowed between adjacent concrete blocks, except for the base course set of concrete blocks placed on the leveling pad. A maximum gap of 1-inch is allowed between adjacent base course concrete blocks, provided geosynthetic reinforcement for drains is in place over the gap at the back face of the concrete blocks.

Lock bars shall be installed in the female key of the top face of all concrete block courses receiving geogrid reinforcement. Gaps between adjacent lock bars in the key shall not exceed 3-inches. The lock bar shall be installed flat side up, with the angled side to the back of the concrete block, as shown in the shop drawings.

Geogrid reinforcement shall be placed and connected to concrete block courses specified to receive soil reinforcement. The leading edge of the geogrid reinforcement shall be maintained within 1-inch of the front face of the supporting concrete blocks below. Geogrid panels shall be abutted for 100 percent backfill coverage with less than a 4-inch gap between adjacent panels.

Backfill shall be placed and compacted level with the top of each course of concrete blocks, and geogrid reinforcement placed and connected to concrete block courses specified to receive soil reinforcement, before the Contractor may continue placing the next course of concrete blocks.

Mesa Wall

For all concrete block courses receiving geogrid reinforcement, the fingers of the block connectors shall engage the geogrid reinforcement apertures, both in the connector slot in the block, and across the block core. For all concrete block courses with intermittent geogrid coverage, a #3 steel reinforcing bar shall be placed, butt end to butt end, in the top block groove, with the butt ends being placed at a center of a concrete block.

6-13.4 MEASUREMENT

(******)

Section 6-13.4 is supplemented with the following:

Structural earth wall will be measured per square foot of completed wall in place. The vertical limits for measurement are from the bottom of the bottom layer of blocks to the top of the top layers of blocks. The horizontal limits for measurement are from the end of wall to the end of wall.

No separate measurement will be made for compaction, backfill for structural earth wall including haul, gravel backfill for drains, underdrain pipe, drainage geotextile, cleanout and lids, geogrid reinforcement, dewatering, concrete headwall and leveling base material.

6-13.5 PAYMENT

(******)

Section 6-13.5 is supplemented with the following:

"Structural Earth Wall", per square foot.

The unit contract price per square foot for "Structural Earth Wall" shall be full pay for all labor, equipment, and materials necessary to design and construct the walls. This bid item shall include furnishing and installing concrete block wall units with infill material, geogrid reinforcement, leveling pad, drainage geotextile, backfill for structural earth wall Incl. haul, concrete headwall, gravel backfill for drains, underdrain pipes, cleanouts and cleanout covers. Dewatering during installation, if deemed necessary, shall be included in this bid item.

6-16 SOLDIER PILE AND SOLDIER PILE TIEBACK WALLS

6-16.3 CONSTRUCTION REQUIREMENTS

6-16.3(2) SUBMITTALS

(******)

Section 6-16.3(2) is supplemented with the following:

Qualifications

The Contractor must have past experience in constructing no less than two (2) projects where soldier pile walls was substantially completed within the last seven (7) years and where the total price of the soldier pile wall work for each identified project was at least $300,000. The project experience shall involve constructing soldier pile wall works in close proximity to homeowners and to sensitive environmental areas.

The Contractor must provide documentation for each identified project experience in the following format as part of the submittal.

Soldier Pile Retaining Wall Work Project Information	
Project Name:	
Project Summary:	
Scope of work performed:	
Project Owner's Name:	Owner's Telephone Number:
General Contractor's Name:	General Contractor's Telephone Number:

Project Manager's Name (or person who can verify experience)	Project Manager Telephone Number:
Project Manager's Email:	Substantial Completion Date of Soldier Pile Retaining Wall Work:
Name of additional reference (if applicable):	Telephone Number of additional reference (if applicable):
ontract Price for Soldier Pile Retaining Wall Work (As Awarded):	Contract Price for Soldier Pile Retaining Wall Work (At Final Acceptance):

Project Detail Information For each of the criteria identified below, please check the appropriate box. If your answer is "No", the County may request additional information regarding the Bidder's response or reject the Bidder as being not responsible.	**Yes**	**No**
Did the Contractor construct the Soldier Pile Retaining Wall(s) work on the project?	☐	☐
Did the Contractor construct the Soldier Pile Retaining Walls with close proximity to homeowners?	☐	☐
Did the Contractor construct the Soldier Pile Retaining Walls within sensitive environmental areas?	☐	☐

6-16.3(8) CONCRETE FASCIA PANEL

(******)

Section 6-16.3(8) is supplemented with the following:

The Contractor shall provide the specified surface finish and pattern as shown in Appendix B.

Concrete fascia for soldier pile wall has pattern composed of wavy horizontal bands and circular disc shapes. All patterns protrude from surface plane. Wall pattern repeats along successive panels. Assure that all lines and shapes maintain consistent and continuous appearance throughout and across control joints.

The Contractor shall submit formwork for approval before casting. Upon the completion of first case panel, the Project Representative will review the surface finish before other panels will be casted.

6-16.4 MEASUREMENT

(******)

Section 6-16.4 is supplemented with the following:

Concrete fascia panel will be measured by the square foot surface area of the completed fascia panel, measured to the neat lines of the panel as shown in the Plans. No separate measurement will be made for the shear studs connecting to timber lagging.

6-16.5 PAYMENT

(******)

Section 6-16.5 is supplemented with the following:

"Concrete Fascia Panel", per square foot.

All costs in connection with constructing the concrete fascia panels as specified shall be included in the unit Contract price per square foot for "Concrete Fascia Panel", including all steel reinforcing bars, premolded joint filler, polyethylene bond breaker strip, joint sealant, PVC pipe for weep holes, exterior surface finish, and pigmented sealer (when specified). This unit Contract price shall also include the shear studs connecting to timber lagging.

END OF DIVISION 6

DIVISION 7
DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS

7-01 DRAINS

7-01.1 DESCRIPTIONS

(******)

Section 7-01.1 is supplemented with the following:

This work also consists of constructing underdrain trench cleanouts, sleeving existing utilities that cross through or under walls, and trench drains as shown on the Plans.

7-01.2 MATERIALS

(******)

Section 7-01.2 is supplemented with the following:

Underdrain trench cleanouts shall be installed per the detail shown on the Drainage Details. Cleanout cover boxes shall have grey, light duty, round 10-inch HDPE lids and rated to support non-vehicular traffic. Lids shall be in accordance to ASTM C857, 300 lbf/ft^2.

PVC Sleeve 4 Inch Diameter shall be Schedule 40 PVC drain pipe.

Trench Drain

Channels shall be 80” long, 6” wide, and have a 4” wide throat. Modular channel sections shall be made of High Density Polyethylene (HDPE), have interlocking ends, and a radiused bottom. Channel shall be provided with a 0.75% built-in slope. Channels shall be available with inverts ranging from 3.5” to 12.50”. Channels shall have clips molded into the sides of the channel to accommodate vertical rebar for positioning and anchoring purposes. Grates shall be ductile iron with H-20 load rating and ADA compliant with mechanical lockdown devices. End caps and end outlets shall be available to compliment the channels and grates. End outlets shall be sized to match the diameter of the downstream pipe to which it will be connected.

7-01.3 CONSTRUCTION REQUIREMENTS

PVC Sleeve 4 Inch Diameter shall be cut lengthwise and placed around the existing utility. The ends shall be sealed with grout and the sleeve clamped shut around the utility with steel pipe clamps.

7-01.4 MEASUREMENT

(******)

Section 7-01.4 is supplemented with the following:

Underdrain trench cleanouts shall be measured per each for each unit installed.

PVC Sleeve 4 Inch Diameter shall be measured per linear foot for each sleeve installed.

Trench drains shall be measured per each for each unit installed.

7-01.5 PAYMENT

(******)

Section 7-01.5 is supplemented with the following:

"Underdrain Trench Cleanout", per each.

"PVC Sleeve 4 In. Dia.", per linear foot.

"Trench Drain", per each.

The unit contract price for PVC Sleeve 4 Inch Diameter shall include shall be full pay for all work and materials necessary to install the sleeve around existing utilities, including cutting the pipe, pipe clamps, and grout.

7-02 CULVERTS

7-02.2 MATERIALS

(April 4, 2011 WSDOT GSP)

Section 7-02.2 is supplemented with the following:

Precast Reinf. Conc. Split Box Culvert

Portland cement shall conform to Section 9-01.

Aggregate for Portland cement concrete shall conform to Section 9-03.1.

Steel reinforcing bar, wire, and mesh shall conform to Section 9-07.

Concrete curing materials and admixtures shall conform to Section 9-23.

Water shall conform to Section 9-25.1.

Elastomeric gaskets shall conform to ASTM D1056 Type 2 Class C Grade 1.

Grout shall conform to Section 9-20.3(2).

7-02.3 CONSTRUCTION REQUIREMENTS

(******)

Section 7-02.3 is supplemented with the following:

Time Limitation

Box culverts works below ordinary high water line shall only occur between June 16 and September 30 per HPA approval conditions in Appendix B of the Special Provisions.

Qualifications

The Contractor must have past experience in constructing no less than two (2) projects where precast box culvert was substantially completed within the last seven (7) years and where the total price of the box culvert work for each identified project was at least $50,000. The project experience shall involve constructing box culvert works in close proximity to homeowners and to sensitive environmental areas.

The Contractor must provide documentation for each identified project experience in the following format as part of the submittal.

Box Culvert Work Project Information	
Project Name:	
Project Summary:	
Scope of work performed:	
Project Owner's Name:	Owner's Telephone Number:
General Contractor's Name:	General Contractor's Telephone Number:
Project Manager's Name (or person who can verify experience)	Project Manager Telephone Number:
Project Manager's Email:	Substantial Completion Date of Box Culvert Work:
Name of additional reference (if applicable):	Telephone Number of additional reference (if applicable):
Contract Price for Box Culvert Wall Work (As Awarded):	Contract Price for Box Culvert Work (At Final Acceptance):

Project Detail Information For each of the criteria identified below, please check the appropriate box. If your answer is "No", the County may request additional information regarding the Bidder's response or reject the Bidder as being not responsible.	**Yes**	**No**
Did the Contractor construct the Precast Box Culvert(s) work on the project?	☐	☐
Did the Contractor construct the Precast Box Culvert with close proximity to homeowners?	☐	☐
Did the Contractor construct the Precast Box Culvert within sensitive environmental areas?	☐	☐

Precast Reinf. Conc. Split Box Culvert

Design Criteria

The Contractor shall design the precast reinforced concrete split box culvert including all precast reinforced concrete attachments to the box culverts such as headwalls and baffles, in accordance with the AASHTO LRFD Bridge Design Specifications, latest edition, and current interims in effect on the Bid advertising date. The design vehicular live load shall be HL-93.

Concrete for precast reinforced concrete split box culverts, including all precast reinforced concrete attachments to the box culverts, shall attain a minimum 28 day compressive strength of 4,000 psi. Concrete cover from the face of any concrete surface to the face of any steel reinforcement shall be 1 inch minimum.

Submittals

The Contractor shall submit six sets of shop drawings, with two sets of supporting design calculations, to the Engineer in accordance with Sections 6-01.9 and 6-02.3(28)A. In addition to items 1 through 6 under the Section 6-02.3(28)A requirements for shop drawing content, the following shop drawing details shall also be submitted:

1. Erection and backfill procedure.

2. Complete, site specific, itemized bar list for all reinforcing steel.

Culvert Section Fabrication
The Contractor shall fabricate the precast elements of the precast reinforced concrete split box culvert (consisting of "U" shaped base elements with "lid" panels and staggered base and lid joints as shown in the Plans) in accordance with Section 6-02.3(28), and the shop drawings as approved by the Engineer.

The precast reinforced concrete split box culvert fabricator shall notify the Washington State Department of Transportation Materials and Fabrication Inspection Section at least five working days in advance of beginning fabrication of the precast elements for this project.

The Contractor may strip forms from precast reinforced concrete split box culvert sections after the concrete reaches a minimum compressive strength of 3,000 psi, provided the precast reinforced concrete split box culvert remains in the casting bed until the concrete reaches a minimum compressive strength of 70 percent of the final design strength specified in the shop drawing and design calculation submittal. All damage from stripping is the Contractor's responsibility.

The Contractor shall pick, move, and store the precast reinforced concrete split box culvert elements in the cast position until the concrete reaches a minimum compressive strength equal to the final design strength specified in the shop drawing and design calculation submittal.

Prior to shipping, the precast reinforced concrete split box culvert fabricator shall furnish the Inspector a complete documentation package for each culvert. The documentation package shall include the following information for each culvert:

1. Concrete batch tickets

2. Concrete cylinder break results.

3. Material certifications.

4. Copies of all changes from the Plans and Specifications.

The following information shall be legibly and permanently marked on one inside face of each "U" shaped element by indentation, waterproof paint, or other means approved by the Engineer:

1. Box section span and rise dimensions, minimum and maximum design earth cover dimensions, and vehicular live load for design (HL-93).

2. Contract Number and date of fabrication.

3. Name or trademark of the fabricator.

Culvert Excavation and Bedding Preparation
All excavated material shall be disposed of in accordance with Section 2-09.3(1)D.

If water is present within the excavation, the Contractor shall dewater the excavated area

before placing the bedding material. The Contractor shall submit a dewatering plan to the Engineer for approval, and shall not begin culvert excavation until receiving the Engineer's approval of the dewatering plan.

The culvert leveling pad, consisting of the backfill elements shown in the Plans, shall be placed and compacted in accordance with Section 7-08.3(1)C. Foundation soils shall be inspected and approved by the geotechnical engineer before placing leveling pad.

Culvert Erection

The Contractor shall erect and backfill precast reinforced concrete split box culverts in accordance with the erection sequence specified in the shop drawings as approved by the Engineer, and the construction equipment restrictions specified in Section 6-02.3(25)O.

Elastomeric gaskets shall be installed at all joints between precast elements, and shall be in full contact with both precast elements at the joint prior to the remainder of the joint being completely filled with grout that conforms to Section 9-20.3(3).

7-02.4 MEASUREMENT

(******)

Section 7-02.4 is supplemented with the following:

No specific measurement shall be made for "Precast Reinf. Conc. Split Box Culvert No. D".

No specific measurement shall be made for "Precast Reinf. Conc. Split Box Culvert No. F".

No specific measurement shall be made for "Precast Reinf. Conc. Split Box Culvert No. G".

No specific measurement shall be made for "Precast Reinf. Conc. Split Box Culvert No. H".

7-02.5 PAYMENT

(******)

Section 7-02.5 is supplemented with the following:

"Precast Reinf. Conc. Split Box Culvert No. D", lump sum.

"Precast Reinf. Conc. Split Box Culvert No. F", lump sum.

"Precast Reinf. Conc. Split Box Culvert No. G", lump sum.

"Precast Reinf. Conc. Split Box Culvert No. H", lump sum.

The lump sum contract price for "Precast Reinf. Conc. Split Box Culvert No. D", "Precast Reinf. Conc. Split Box Culvert No. F", "Precast Reinf. Conc. Split Box Culvert No. G", and "Precast Reinf. Conc. Split Box Culvert No. H" shall be full pay for performing the work as specified, including designing, fabricating, furnishing, and erecting the precast concrete elements for the culverts.

Backfill for split box culverts shall be paid under "Gravel Backfill for Walls".

7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS

7-05.1 DESCRIPTION

(******)

Section 7-05.1 is supplemented with the following:

This work shall consist of fabrication and construction of locking solid metal cover and frame for catch basin in accordance with the Plans and these Specifications. Work shall also consist of installing manhole 48 In. Diam. Type 3 with debris cage where shown on the Plans.

7-05.2 MATERIALS

(******)

Section 7-05.2 is supplemented with the following:

Frame shall be cast iron conforming to ASTM A 48 CL 30 and grate shall be ductile iron conforming to ASTM A536 CL 80-55-06. Grate shall be skid resistant, ADA pedestrian grate with H-20 rating.

Debris cage shall be fabricated per the detail shown in the Plans.

7-05.3 CONSTRUCTION REQUIREMENTS

(******)

Section 7-05.3 is supplemented with the following:

Locking Solid Metal Cover and Frame for Catch Basin shall be constructed as shown on the plans.

7-05.4 MEASUREMENT

(******)

Section 7-05.4 is supplemented with the following:

Measurement for locking solid metal cover and frame for catch basin will be per each for each cover installed.

Measurement for Manhole 48 In. Diam. Type 3 with Debris Cage will be per each.

7-05.5 PAYMENT

(******)

Section 7-05.5 is supplemented with the following:

"Locking Solid Metal Cover and Frame for Catch Basin", per each.

The unit contract price per each for "Locking Solid Metal Cover and Frame for Catch Basin" shall be full pay for all labor, equipment, and materials necessary, including but not limited to excavation, paint, concrete foundation, placement, hardware, and disposal of excess soils and materials.

"Manhole 48 In. Diam. Type 3 with Debris Cage", per each.

The unit contract price per each for "Manhole 48 In. Diam. Type 3 with Debris Cage" shall be full pay for all labor, equipment, and materials necessary, including but not limited to, furnishing manhole and debris cage; excavation, gravel backfill for bedding manholes, and installing manhole and debris cage.

7-15 SERVICE CONNECTIONS

7-15.1 DESCRIPTION

(******)

Section 7-15.1 is supplemented with the following:

This work shall consist of installing sections new water service pipe where the existing pipe is in conflict with the proposed trail and as shown on the plans. Service lines to be relocated are on the homeowner's side of the meter.

This work shall include restoring the concrete paver driveway over the utility trench to existing conditions.

7-15.3 CONSTRUCTION REQUIREMENTS

Section 7-15.3 is supplemented with the following:

(******)

The Contractor shall coordinate with any homeowners that will be affected by the water shut down.

The Contractor shall reinstall existing driveway pavers where the utility trench is to be excavated. If existing pavers are damaged by the Contractor, the Contractor shall replace pavers at no cost to the County.

7-15.4 MEASUREMENT

(******)

Section 7-15.4 is supplemented with the following:

Water service pipe, 1 ¼ In. Diam. shall be paid per linear foot.

7-15.5 PAYMENT

(******)

Section 7-15.5 is supplemented with the following:

"Water Service Pipe, 1 ¼ In. Diam.", per linear foot.

The unit Contract price per each for "Water Service Pipe, 1 ¼ In. Diam." shall be full pay for all Work to install the service line, including but not limited to, excavating, cutting and connecting to the existing line, laying and jointing the pipe, fittings and appurtenances, backfilling testing, flushing, and disinfection of the new section of service line.

Payment for restoration of the existing driveway pavers will be made under by force account item "Property Restoration" in accordance with Section 1-09.6.

7-18 SANITARY SEWERS

7-18.1 DESCRIPTION

(******)

Section 7-18.1 is supplemented with the following:

This work includes relocating a private pressure sewer connection where shown on the plans.

7-18.2 MATERIALS

(******)

Section 7-18.2 is supplemented with the following:

The materials list is anticipated to include the following materials. The contractor shall verify existing pipe sizes and materials.

1-1/4" MIPT x PVC joint coupling

1 -1/4" ball check valve (threaded)

1 -1/4" True Union Ball Valve (threaded) Hayward or equal

1 -1/4" PVC nipples (3 each)

7-18.3 CONSTRUCTION REQUIREMENTS

Section 7-18.3 is supplemented with the following:

(******)

Contractor shall coordinate with the homeowner(s) to shut off all grinder pump(s) pumping sewage into the pressure sewer line.

The Contractor shall install new valves and couplings at the new connection location, relocate the existing valve box, remove the existing valves, and extend the PVC pipe to the new connection.

7-18.4 MEASUREMENT

(******)

Section 7-18.4 is supplemented with the following:

Pressure Sewer Connection shall be measured per each for each relocated connection.

7-18.5 PAYMENT

(******)

Section 7-18.5 is supplemented with the following:

“Pressure Sewer Connection”, per each.

The unit contract price for “Pressure Sewer Connection” shall be full pay for all labor, equipment, and materials necessary to extend the PVC sewer pipe to the new connection point, remove and dispose of old valves, install new valves, home owner coordination, sewage removal and disposal, and relocation of existing valve box.

END OF DIVISION 7

DIVISION 8
MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 DESCRIPTION

(******)

Section 8-01.1 is supplemented with the following:

This work consists of placing wet native seeding and fertilizing for temporary disturbance in wetland areas. This work also includes temporary safety fence in the areas as shown on the Plans.

8-01.2 MATERIALS

(******)

Section 8-01.2 is supplemented with the following:

Seed

Seed mixture for hydroseeding shall conform to the composition specified in the following paragraph. Seeding rates are shown in pounds of pure live seed (PLS) per acre or 1,000 square feet. PLS is determined by multiplying the percent purity (expressed as a decimal) by the percent germination (expressed as a decimal) and then multiplying this factor by the pounds of seed in the mixture (PLS = pounds of seed in mixture times percent purity times percent germination). The purity and germination percentages shall be as shown on the tag on each seed container.

Kind and Variety of Seed in Mixture	% of Blend	Min % Pure	Min % Germ
Creeping Red Fescue	35 %	98	85
White Dutch Clover	50 %	98	85
Clearwater Classic Wildflower Mix	15 %	96	85
Total:	100%		

Seed mixtures shall not contain more than 0.25 percent of weed seed by weight. Weed seed shall be free of prohibited noxious weed; specifically, horsetail, quack grass, and morning glory. Additionally, the maximum amount of inert or other seed shall be 3.5 percent by weight.

Seed mixture shall meet all requirements for the Federal Seed Act (7 U.S.C. 1551-1610) and comply with all the seed laws and noxious weed laws for the State of Washington.

Mulch

Mulch for hydroseeding shall be wood cellulose fiber and shall be applied to all seeded areas on this project.

Wet Native Seed

All wet native seed shall be “non-endophyte enhanced”. Seed of the following composition and proportion shall be applied at a rate of *** 80 *** pounds per acre on all areas requiring wet

native seeding within the project:

Kind and Variety of Seed in Mixture	Percent By Weight	Percent by Seed/Lb
Rice cutgrass (*Leersia oryzoides*)	45	11
Western manna grass (*Glyceria occidentalis*)	40	13
Canada reed (*Calamagrostis canadensis*)	10	36
Spike bentgrass (*Agrostis exarata*)	3	24
Wool-grass (*Scirpus cyperinus*)	2	16
Total:	100	100

Temporary Safety Fence
Temporary safety fence shall be movable, galvanized chain link fence and minimum of 6-feet tall.

8-01.3 CONSTRUCTION REQUIREMENTS

(******)

Section 8-01.3 is supplemented with the following:

Erosion/Water Pollution Control
This work shall include construction of temporary stream diversion dams and bypass pipes around the work zones for culvert replacements and removals. Work also includes dewatering the temporary stream bypass areas, as approved by the Engineer. Fish removal and associated equipment will be provided by the Contracting Agency. The Contractor shall notify the Engineer 10 days prior to the culvert work.

Work including furnishing, placing, maintaining, and removing sandbag dams, temporary pipes, pumps, and flow spreaders. Sandbag dams shall be constructed per Section 8-01.3(6)C, but shall not allow water to run over the dam. Approximate height of dams is 3 to 4 feet. Discharge of the bypass water shall not cause erosion downstream of the outlet.

The temporary bypasses shall be in place and operational prior to any work within the ordinary high water mark. The ordinary high water mark will be determined by the Engineer.

Temporary bypass materials shall be removed in a manner that minimizes the transport of sediments and disturbance of adjacent areas. Disturbed stream banks shall be restored after the temporary bypass materials have been removed.

All materials used for the temporary bypasses shall become the property of the Contractor and be removed from the project limits upon completion of the project.

High Visibility Fence
High visibility construction fence shall be installed in accordance to WSDOT Standard Plan I-10.10-00 and shall be located as shown on the Plans. Fence shall be left in place during all construction activities. No activity of any kind shall be allowed beyond the fence line.

The fence shall be maintained throughout the life of the contract and shall be removed upon completion of all construction. Fence damaged by the Contractor's operations shall be repaired

or replaced, to the satisfaction of the Engineer, at no additional cost to the Contracting Agency.

Temporary Safety Fence
Fence shall be placed as shown on the Plans or as directed by the Engineer.

8-01.3(1)B EROSION AND SEDIMENT CONTROL (ESC) LEAD
(******)

Section 8-01.3(1)B is supplemented with the following:

The Contractor shall conduct site inspections and turbidity sampling requirements as specified in the Construction Stormwater General Permit for sites disturbing 5 acres or more. The General Permit is provided in Appendix A and monitoring locations are provided on the TESC plans.

The last sentence in this section is replaced with the following:

(******)
The Contractor shall comply with the reporting and record keeping requirements as specified in the General Permit. The ESC Lead shall be responsible for completing the electronic reporting required by the Department of Ecology. Documentation of the reporting shall be provided to the Engineer no later than the end of the next working day following the reporting.

8-01.3(1)D DISPERSION/INFILTRATION
(******)

Section 8-01.3(1)D is supplemented with the following:

Sediment-laden water from dewatering activities shall not be discharged to wetlands. Land application is only allowed on upland vegetation with approval from the property owner.

8-01.3(2)D MULCHING
(August 2, 2010 WSDOT GSP)

Section 8-01.3(2)D is supplemented with the following:

Wood fiber mulch shall be applied at a rate of 2,000 pounds per acre.

8-01.4 MEASUREMENT
(******)

Section 8-01.4 shall be supplemented with the following:

Temporary safety fence will be measured by linear feet.

8-01.5 PAYMENT
(******)

Section 8-01.5 shall be supplemented with the following:

The unit contract price for “Stabilized Construction Entrance”, “Silt Fence”, “High Visibility Fence”, and “Wattles” shall be full pay for all materials, labor, tools, and equipment necessary for furnishing, installing, and removing the BMP. Maintenance of erosion control BMPs shall be

paid under the force account for “Erosion/Water Pollution Control”.

“Temporary Safety Fence”, per linear foot.

The unit contract price per linear foot for “Temporary Safety Fence” shall be full pay for all materials, labor, tools, and equipment necessary for furnishing and installing the fence.

8-02 ROADSIDE RESTORATION

8-02.1 DESCRIPTION

(******)

Section 8-02.1 shall be supplemented with the following:

This work shall also consist of herbicide application and furnishing, constructing and installing various habitat structures such as habitat log, log with rootwad in Stream #0143D and brush pile, as detailed and as shown in the Plans.

8-02.2 MATERIALS

(******)

Section 8-02.2 shall be supplemented with the following:

Log with Rootwad	9-14.8(1)
Habitat Log	9-14.8(2)
Brush Pile	9-14.8(3)
Herbivore Repellent	9-14.8(3)

Chip Mulch shall be bark mulch and meet the requirements of Section 9-14.4(3).

8-02.3 CONSTRUCTION REQUIREMENTS

(******)

Section 8-02.3A shall be supplemented with the following:

Herbicide Applications

The living unwanted vegetation including grass lawn areas, reed canary or knotweed and as listed in Section 2-01.3 shall be treated with an approved herbicide two times prior to vegetation and soil disturbance within the specified site. The first application shall occur after April 15 and before July 15. Two weeks or more after the first herbicide application and prior to clearing and grubbing of the mitigation areas, the Contractor shall cut and clear dead vegetation to ground level and dispose of it outside of the project limits.

The second application shall be made a minimum of six weeks after the first application and no later than October 15. The second application shall be performed a minimum of two weeks prior to clearing and grubbing of the mitigation areas.

Both herbicide applications shall be made with a non-selective, non-residual herbicide with spray adjuvants and only when the unwanted vegetation is actively growing and green tissue is

present.

Herbicide applications shall be performed in accordance with all applicable federal and state laws, and county ordinances, and the Contracting Agency's contract provisions for weed control as specified and detailed in the Plans.

Care shall be taken to prevent herbicide damage to existing vegetation identified to be saved and protected as shown in the Plans.

If Japanese knotweed is encountered within the project limits, it shall be chemically treated with an approved herbicide. Chemical treatment shall be applied in late summer or early fall, unless the entire project construction working days fall outside of this time period. The Contractor shall cut the dead stems to the ground, bag the debris, and dispose of the debris in accordance with local noxious weed requirements.

Wood Chip Mulch
Wood chip mulch shall be placed to a uniform non-compacted depth of 3-inches over planting areas indicated in the Plans.

Prior to placement, the application method shall be approved by the Project Representative. The Contractor shall notify the Project Representative five working days prior to the start of application. Wood chip mulch shall not be placed in areas of standing water.

Habitat Log
Stake location for approval of the Engineer before proceeding with installation. Place the log with branches in a stable position on the ground surface where it will stay in place. The Contractor shall exercise care when installing habitat structures to ensure that the method of installation minimizes disturbance of waterways and prevents sediment or pollutant discharge into water

Log with Rootwad
Work notification: Notify Engineer at least seven working days prior to installation of logs. Engineer shall be on-site during placement of logs. Place logs as shown on the Plans. Placement of logs shall occur in the dry channel. Log ends shall be buried a minimum of 5 feet into the stream bank.

Brush Pile
The Contractor shall stake location for approval of the Engineer before proceeding with installation. Randomly pile woody material to provide variable coverage (dense to loose).the area of the brush pile location. The brush pile shall be constructed without incorporation of rock, soil, foreign debris, or non-native material in the pile.

Herbivore Repellent
The Contractor shall spray all trees and shrubs planted in the mitigation planting areas only with herbivore repellent. Spray the entire plants trunk, branches and leaves. Spraying shall occur after completion of initial planting. Notify Engineer at least seven working days prior to spraying for approval of date and time of application. No spraying shall occur on windy or during rain events.

8-02.4 MEASUREMENT

(******)

Section 8-02.4 shall be supplemented with the following:

Herbicide treatment will be measured per square yard, for up to two applications of treatment.

Habitat log will be measured per each.

Log with Rootwad will be measured per each.

Brush pile will be measured per each.

Herbivore Repellent will be measured per square yard.

No specific unit of measurement will apply to the force account item of "Property Restoration".

8-02.5 PAYMENT

(******)

Section 8-02.5 shall be supplemented with the following:

"Herbicide Treatment", per square yard.

The unit contract price per square yard shall be full pay for all materials, labor, tools and equipment necessary to apply two applications of treatment.

Planting area preparation shall include the work for tilling and loosening of soils in the planting area as shown in the Plans.

"Habitat Log", per each.

The unit contract price per each for "Habitat Log" shall be full pay for all costs in furnishing the materials, loading, transporting, handling, and placing the habitat structures.

"Log with Rootwad", per each.

The unit contract price per each for "Log with Rootwad" shall be full pay for all costs in furnishing, loading, transporting, handling, placing, and anchoring the logs in accordance with the Plans and these Specifications.

"Herbivore Repellent", per square yard will be measured per square yard.

The unit contract price per square yard shall be full pay for all materials, labor, tools and equipment necessary to apply one application of treatment.

"Property Restoration", by force account as provided in Section 1-09.6.

Furnishing and installing additional property restoration features, as deemed necessary by the Project Representative, will be paid by force account in accordance with Section 1-09.6.

"Brush Pile", per each.

8-06 CEMENT CONCRETE DRIVEWAY ENTRANCES

8-06.1 DESCRIPTION

(******)

Section 8-06.1 is supplemented with the following:

This work shall consist of constructing patterned concrete driveway and concrete warning band shown in the Plans.

8-06.2 MATERIALS

(******)

Section 8-06.2 is supplemented with the following:

Patterned Concrete Driveway and Concrete Warning Band
Patterned concrete driveway and concrete warning band shall be air entrained concrete Class 4000 and shall meet the requirements of Section 6-02 as shown on the Plans.

8-06.3 CONSTRUCTION REQUIREMENTS

(******)

Section 8-06.3 is supplemented with the following:

Patterned Concrete Driveway and Concrete Warning Band

Patterned concrete driveway and concrete warning band shall be constructed in accordance to the Plans.

Driveways shall remain open at all times to the adjacent property owners during construction of the patterned concrete driveway. The Contractor must provide access to the adjacent owners during construction.

8-06.4 MEASUREMENT

(******)

Section 8-06.4 is supplemented with the following:

Patterned concrete driveway will be measured by square yard constructed.

Concrete warning band will be measured by each constructed.

8-06.5 PAYMENT

(******)

Section 8-06.5 is supplemented with the following:

"Patterned Concrete Driveway", per square yard.

The unit price per square yard for "Patterned Concrete Driveway" shall include all costs of labor, materials, and equipment necessary to construct the driveway and perform the work as herein described, including forms, joints, surfacing materials, reinforcing steel, if necessary, and any and all equipment or materials necessary to protect the concrete until cured.

"Concrete Warning Band", per each.

The unit price per each for "Concrete Warning Band" shall include all costs of labor, materials, and equipment necessary to construct the warning band and perform the work as herein described, including forms, joints, surfacing materials, reinforcing steel, if necessary, and any and all equipment or materials necessary to protect the concrete until cured.

8-11 GUARDRAIL

8-11.1 DESCRIPTION

(******)

Section 8.11.1 is supplemented with the following:

This work consists of furnishing and constructing wood guardrail. This work also consists of relocating existing wood guardrail.

8-11.2 MATERIALS

(******)

Section 8-11.2 is supplemented with the following:

Materials shall meet the requirements as shown in the Plans.

8-11.3 CONSTRUCTION REQUIREMENTS

(******)

Section 8-11.3 is supplemented with the following:

Wood guardrail shall be installed as shown in the Plans.

Wood guardrail shall be relocated to the locations shown in the Plans. If the conditions of the salvaged wood guardrail are deemed unsatisfactory by the Project Representative, the guardrail shall be replaced with new guardrail as directed by the Project Representative.

8-11.4 MEASUREMENT

(******)

Section 8-11.4 is supplemented with the following:

Wood guardrail will be measured per linear foot along the ground line.

Relocating wood guardrail will be measured by the linear foot of relocated guardrail, along the ground line, exclusive of openings.

8-11.5 PAYMENT

(******)

Section 8-11.5 is supplemented with the following:

"Wood Guardrail", per linear foot.

The unit contract price for "Wood Guardrail", per linear foot shall be full pay for all materials,

labor, tools, equipment, and supplies necessary for the complete installation as detailed in the plans, including posts, railing, terminal, and concrete footing.

"Relocating Wood Guardrail", per linear foot.

The unit contract price per linear foot for "Relocating Wood Guardrail" shall be full pay for moving and reinstalling the guardrail and all labor, materials, tools, equipment necessary for the complete relocation of the guardrail, including but not limited to, post foundation.

8-12 CHAIN LINK FENCE AND WIRE FENCE

8-12.1 DESCRIPTION

(******)

Section 8-12.1 is supplemented with the following:

This work consists of furnishing and constructing coated chain link fence on the walls, on top of soldier pile wall, or in the ground and furnishing and constructing split rail fence. . This Work shall also consist of relocating split rail fence with new ground posts and relocating salvaged chain link gates as shown in the Plans.

8-12.2 MATERIALS

(August 3, 2009 WSDOT GSP)

Section 8-12.2 is supplemented with the following:

Coated Chain Link Fence
Chain link fence fabric shall be hot-dip galvanized with a minimum of 0.8 ounce per square foot of surface area.

Fencing materials shall be coated with an ultraviolet-insensitive plastic or other inert material at least 2 mils in thickness. Any pretreatment or coating shall be applied in accordance with the manufacturer's written instructions. The Contractor shall provide the Engineer with the manufacturer's written specifications detailing the product and method of fabrication. The color shall match Federal Standard number *** 595 B 27038 black ***, or be as approved by the Engineer.

Samples of the coated fencing materials shall be approved by the Engineer prior to installation on the project.

The Contractor shall supply the Engineer with 10 aerosol spray cans containing a minimum of 14 ounces each of paint of the color specified above. The touch-up paint shall be compatible with the coating system used.

(******)
All hardware for mounting chain link fence posts on top of the soldier pile walls shall be hot-dip galvanized in accordance to the Plans.

Height of the coated chain link fence shall be 42" and 48" as shown on the Plans.

(******)

Split Rail Fence
Post and rail materials for split rail fence shall be split cedar or split Western Red Cedar and meet the requirements of Sections 9-09 and 9-16.

Relocating Split Rail Fence
The Contractor shall relocate and reuse the existing split rails salvaged and furnish new ground posts. Ground posts shall be split cedar or split Western Red Cedar and meet the requirements of Sections 9-09 and 9-16.

Relocating Chain Link Gate
The Contractor shall install the salvaged chain link gate as shown in the Plans.

8-12.3 CONSTRUCTION REQUIREMENTS

(******)

Section 8-12.3 is supplemented with the following:

Coated chain link fence and split rail fence shall be installed per details shown in the Plans.

Split rail fence shall be relocated in accordance to the locations shown in the Plans. If the conditions of the salvaged split rail fence are deemed unsatisfactory by the Engineer, the fence shall be replaced with new split rail fence as directed by the Engineer.

Chain link gate shall be relocated in accordance to the locations shown in the Plans. Salvaged gates shall be attached to the new chain link fence in accordance to manufacturer's recommendations.

8-12.4 MEASUREMENT

(******)

Section 8-12.4 is supplemented with the following:

48-inch or 42-inch coated chain link fence will be measured by the linear foot of completed fence, along the ground line, exclusive of openings.

No separate measurement will be made for end, corner, pull posts, chain link fabric, hardware, concrete for post foundations furnished and installed complete in place. No separate measurement for resin bonded anchors for installation on top of the concrete fascia panel for the soldier pile walls.

Split rail fence will be measured by the linear foot of completed fence, along the ground line, exclusive of openings.

Relocating split rail fence will be measured by the linear foot of relocated fence, along the ground line, exclusive of openings. No separate measurement will be made for new ground posts furnished.

Relocating chain link gate will be measured by the each of relocated gate. No separate measurement will be made for hardware attachment to chain link fence and gate post foundations. .

8-12.5 PAYMENT

(******)

Section 8-12.5 shall be supplemented with the following:

"Coated Chain Link Fence Type 6", per linear foot

The unit contract price for "Coated Chain Link Fence Type 6" per linear foot shall be full pay for clearing of fence line, end, corner, and pull posts, chain link fabric, concrete footings, all materials, labor, tools, and equipment necessary for the complete installation of the item. The attachments including railing bracket and resin bonded anchors for mounting on top of the soldier pile walls shall be included in this bid item.

"Split Rail Fence", per linear foot.

The unit contract price per linear foot for "Split Rail Fence" shall be full pay for furnishing the materials and all labor, tools, equipment necessary for the complete installation of the fence, including but not limited to rail, post, and concrete footing.

"Relocating Split Rail Fence", per linear foot.

The unit contract price per linear foot for "Relocating Split Rail Fence" shall be full pay for relocating and reinstalling the salvaged split rails, furnishing and installing new ground posts, post foundation concrete and all labor, materials, tools, equipment necessary for the complete relocation of the fence.

"Relocating Chain Link Gate", per each.

The unit contract price per each for "Relocating Chain Link Gate" shall be full pay for relocating and reinstalling the salvaged gates, post foundation concrete and all labor, materials, tools, equipment necessary for the complete relocation of the gate.

8-15 RIPRAP

8-15.1 DESCRIPTION

(******)

Section 8-15.1 is supplemented with the following:

This work consists of placing quarry spalls in voids where unsuitable materials are excavated at the locations as directed by the Project Representative. Geotextile will be placed underneath quarry spalls. This work shall also consist of placing streambed mix in the fish passage culverts and streambed boulders in the Tributary #0143D restoration area as shown on the Plans.

8-15.2 MATERIALS

(******)

Section 8-15.2 is supplemented with the following:

Quarry Spalls for unsuitable subgrade shall be 2"x 4" quarry spalls.

Streambed Sediment – Section 9-03.11(1).

Streambed Cobbles – Section 9-03.11(2) (12-Inch Cobbles)

Streambed Boulders (1 man) – Section 9-03.11(3)

Streambed Mix shall consist of 85 percent Streambed Sediment and 15 percent 12-Inch Streambed Cobbles.

8-15.4 MEASUREMENT

(******)

Section 8-15.4 is supplemented with the following:

Quarry spalls and streambed mix will be measured per ton of material actually placed.

Streambed Boulder shall be measured per each for each streambed boulder placed.

(February 5, 2001WSDOT GSP)
The last paragraph in Section 8-15.4 is deleted.

8-15.5 PAYMENT

(******)

Section 8-15.5 is supplemented with the following:

"Quarry Spalls for Unsuitable Subgrade", per ton.

The unit contract price per ton for "Quarry Spalls for Unsuitable Subgrade" shall be full pay for all costs in furnishing, placing and compacting spalls.

Geotextile underneath quarry spalls will be paid by the square yard under bid item "Construction Geotextile for Separation".

"Streambed Mix", per ton.

The unit contract price per ton for "Streambed Mix" shall be full pay for all costs in furnishing, placing, and constructing the channel as shown on the plans.

"Streambed Boulder", per each.

The unit contract price per each for "Streambed Boulder" shall be full pay for all costs in furnishing and placing the boulder as shown on the plans.

8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, AND ELECTRICAL

8-20.1 DESCRIPTION

(******)

Section 8-20.1 is supplemented with the following:

This work shall include relocating power pole, power panel, power meter and service trench for modified service and installing all associated conduits as shown on the Plans.

8-20.2 MATERIALS

(******)

Section 8-20.2 is supplemented with the following:

Relocating Power Pole

Existing power poles will be removed, disposed and new pole poles will be installed. The Contractor shall coordinate with PSE on determining the type of power poles for the new poles. Materials for power pole relocation shall be submitted be the Engineer for approval prior to the start of the Work.

Relocating Power Panel

Existing power panel will be relocated. New conduits and hardware for connecting the panel shall be per PSE standard shall be per PSE Electric Service Handbook for Single-Family Residential Project. Materials for hardware and conduits shall be submitted to the Engineer for approval prior to start of the Work.

Relocating Power Meter

A new meter pedestal shall be installed at the location shown on the Plan and per PSE Electric Service Handbook for Single-Family Residential Project. Exact type of meter pedestal shall be coordinated and designed by PSE or authorized PSE personnel. Materials and site plans designed by PSE or authorized PSE personnel shall be submitted to the Engineer for approval prior to the start of the Work.

Service Trench and Conduit

Conduits for connecting power meter shall be 3” Schedule 40 Grey PVC as shown on the relocation site plan provided by PSE in Appendix B.

8-20.3 CONSTRUCTION REQUIREMENTS

(******)

Section 8-20.3 is supplemented with the following:

The Contractor will be required to coordinate with PSE on power source connection when relocating power poles owned by private property owners, power panel, and power meter. The Contractor is required to obtain work permit from PSE prior to the Work.

Power poles owned by private property owners shall be relocated to the locations shown on the Plans. Approximate locations for the power poles are A-line Stationing 493+50, A-line Stationing 501+00, and A-line Stationing 501+67.

Power panel and power meters shall be relocated to the locations shown on the Plans. Approximate locations are A-line Stationing 497+00 and A-line Stationing 492+30. Exact location for panel and meter shall be determined by PSE or authorized PSE personnel.

The overhead power lines or underground conduits shall be reconnected in accordance to PSE standards and shall be wired by PSE. The depth of power pole foundation shall be per PSE standards.

Trench and conduit for the power pole relocation near A-line Stationing 492+15 shall be installed

per details shown on the Plans in Appendix B and in accordance to PSE standards.

The new power pole near A-line Stationing 492+15 that is owned by PSE will be relocated by PSE. The details of works that will be performed by PSE in this vicinity are included in Appendix B.

8-20.4 MEASUREMENT

(******)

Section 8-20.4 shall be supplemented with the following:

No specific unit of measurement will apply to the force account items of “Relocating power pole”, “Relocating Power Panel” and “Relocating Power Meter”.

Service trench and conduit connecting to the power pole will be measured per linear foot installed. No separate measurement will be made for excavation and backfill for the trench.

8-20.5 PAYMENT

(******)

Section 8-20.5 shall be supplemented with the following:

“Relocating Power Pole”, by force account as provided in Section 1-09.6.

All labor, equipment, and materials necessary to relocate the existing power pole, overhead power lines and anchor, excavation and backfill for foundation, other electrical equipment associated with the power pole relocation, payment for design, permit, materials, and labors for PSE or authorized PSE personnel to modify the service will be paid by force account in accordance with Section 1-09.6.

“Relocating Power Panel”, by force account as provided in Section 1-09.6.

All labor, equipment, and materials necessary to relocate the existing power panel and to reconnect conduits, to excavate and backfill for foundation, other electrical equipment associated with the power panel relocation, payment for design, permit, materials, and labors for PSE or authorized PSE personnel to modify the service will be paid by force account in accordance with Section 1-09.6.

“Relocating Power Meter”, by force account as provided in Section 1-09.6.

All labor, equipment, and materials necessary to install new power meter, to reconnect conduits, to excavate and backfill for foundation, other electrical equipment associated with the power meter installation, payment for design, permit, materials, and labors for PSE or authorized PSE personnel to modify the service will be paid by force account in accordance with Section 1-09.6.

“Service Trench and Conduit”, per linear foot.

The unit Contract price per each for “Service Trench and Conduit” shall be full pay for all labor, equipment, and materials necessary to install the conduits, including excavation and backfill for the trench.

8-21 PERMANENT SIGNING

8-21.1 DESCRIPTION

(******)

Section 8-21.1 is supplemented with the following:

This work shall include installing wetland/sensitive area signs furnished by the Contracting Agency at locations as shown on the Plans.

8-21.2 MATERIALS

(******)

Section 8-21.2 is supplemented with the following:

The Contracting Agency will provide the wetland/sensitive area signs. The Contractor shall provide all mounting hardware.

8-21.3 CONSTRUCTION REQUIREMENTS

(******)

Section 8-21.3 is supplemented with the following:

Wetlands Sign Installation
The Contracting Agency will deliver the signs to the site. The Contractor shall be required to install the signs, and all hardware components.

8-21.3(5) SIGN RELOCATION

(******)

Section 8-21.3(5) shall be supplemented with the following:

Existing signs shall be relocated as directed and indicated on the Contract Plans or as directed by the Engineer. New signs shall be located as indicated on the Contract Plans. All trail signs, unless specified herein, shall be mounted at a height of 5 feet as measured vertically from the ground (finished grade) to the bottom of the sign. All traffic signs shall be mounted at a height of 7 feet per City of Sammamish Standard detail.

8-21.4 MEASUREMENT

(******)

Section 8-21.4 shall be supplemented with the following:

Wetland sign installation will be measured per each installed.

No specific unit of measurement will apply to the force account item of “Removal/Installation of Signage”.

8-21.5 PAYMENT

(******)

Section 8-21.5 shall be supplemented with the following:

"Permanent Signing", per lump sum.

The lump sum bid price for "Permanent Signing" shall be full compensation for all labor, materials, tools, and equipment necessary for furnishing and installing new signs, post, and hardware as shown on the Plans. Costs for sign removal and sign relocation shall be included in this bid price.

"Wetland Sign Installation", per each.

The unit contract price per each for "Wetland Sign Installation" shall be full pay for all labor, equipment, and contractor-provided materials and hardware necessary to complete installation of the signs.

"Removal/Installation of Signage", by force account as provided in Section 1-09.6.

Removal or furnishing and installing additional trail and street signage, as deemed necessary by the Project Representative, will be paid by force account in accordance with Section 1-09.6.

8-24 ROCK AND GRAVITY BLOCK WALL AND GABION CRIBBING

8-24.1 DESCRIPTION

(******)

Section 8-24.1 is supplemented with the following:

This work shall consist of providing design and constructing gravity block walls at the locations and to the lines and grades shown on the Plans.

The Contractor shall submit design/shop drawings for the walls. The Contractor shall submit a site-specific detailed design prepared and stamped by a licensed Professional Engineer in the State of Washington.

8-24.2 MATERIALS

(******)

Section 8-24.2 is supplemented with the following:

Gravity block wall blocks shall be rectangular prisms with dimensions shown on the Plans. All dimensions shall be ± 1/2". Wall blocks shall be quarrystone face. Color of blocks shall in greystone concrete color. Submittal of architectural finish and color shall be submitted to the Engineer for approval prior to ordering materials.

Gravity block wall blocks for permanent walls of heights greater than six feet and less than 15 feet shall be cast with Class 3000 concrete, conforming to the air content requirements of Section 6-02.3(2)A. Commercial concrete shall not be used. Gravity block walls blocks for permanent walls of these heights will be accepted based on visual inspection, and conformance to Section 6-02.3(27) and the specified concrete strength and air content requirements.

8-24.3 CONSTRUCTION REQUIREMENTS

(******)

Section 8-24.3 is supplemented with the following:

The Contractor shall submit working drawings of the gravity block wall to the Engineer for approval in accordance with Section 6-01.9. The working drawings shall include, but not limited to, the following:

1. Plan, elevation, and section views of the wall, showing the layout, batter, and orientation of the blocks.
2. Dimensions and details of the blocks, including details and locations of block erection lifting loops and inserts, and the features designed to interlock blocks together if the blocks have such features.
3. Method and equipment used to erect the blocks.
4. Erection sequence.

The Contractor shall not begin fabricating gravity block wall blocks until receiving the Engineer's approval of the working drawing submittal.

Gravity Block Wall Erection

After excavating for the wall base, the Contractor shall grade the excavation for a width equal to or exceeding the width of the bottom row of blocks. The base shall be graded to the base elevation shown in the Plans and working drawings as approved by the Engineer, and shall accommodate the batter of the bottom row of blocks.

The Contractor shall erect the gravity block wall and place the backfill in accordance with the erection sequences as approved by the Engineer. The top of the gravity block wall shall be within two inches of the line and grade shown in the Plans. The backfill shall be compacted in accordance with Section 2-03.3(14)C, Method C.

The Contractor shall repair all large blemishes, honeycombed areas, and chipped surface on the exposed face of the erected wall using methods and materials as approved by the Engineer.

8-24.4 MEASUREMENT

(******)

Section 8-24.4 is supplemented with the following:

Gravity block wall will be measured per square foot of completed wall in place. The vertical limits for measurement are from the bottom of the bottom layer of blocks to the top of the top layers of blocks. The horizontal limits for measurement are from the end of wall to the end of wall.

No separate measurement will be made for structure excavation Class B incl. Haul, compaction, gravel backfill for walls, gravel backfill for drains, underdrain pipe, drainage geotextile, cleanout and lids, and leveling pad material.

8-24.5 PAYMENT

(******)

Section 8-24.5 is supplemented with the following:

"Gravity Block Wall", per square foot.

The unit contract price per square foot for "Gravity Block Wall" shall be full pay for all labor, equipment, and materials necessary to design and construct the walls. The bid item shall include furnishing and installing concrete block wall units, Structure Excavation Class B incl. Haul, compaction, gravel backfill for walls, gravel backfill for drains, underdrain pipe, drainage geotextile, cleanout and lids, and leveling pad material.

8-30 TRAIL ENHANCEMENT (NEW SECTION)

(******)

8-30.1 DESCRIPTION

This work consists of furnishing and constructing a Type 1 rest stop as shown in the Plans. Each Type 1 rest stop shall include benches, trash receptacle, and concrete pad. This work also consists of furnishing and installing pet waste station as shown on the Plans.

8-30.2 MATERIALS

Bench shall be Timberform Greenway contour bench No. 2153-6 in accordance to the dimensions specified in the Plans or approved equal. Materials shall be cedar colored 3 x 4 patterned recycled plastic slats, powder coated black steel frame and legs.

Trash receptacle shall be Timber Greenway trash receptacle No.2157 in accordance to the dimensions specified in the Plans or approved equal. Materials shall consist of frame of black powder-coated steel with cedar color 3x4 patterned recycled plastic, recycled surround with hinged door and latch to accept King County lock, powder coated "king blue" dome lid with door with bolted connection to frame and 33-gallon square black plastic liner, and a permanent mount kit.

Concrete pad for rest stop shall meet the requirements of Section 6-02.

Pet waste station shall be aluminum Dogipot pet waste station or approved equal. This pet station includes a pet sign, a bag dispenser and a pet waste receptacle. Details are attached in the Appendix B.

8-30.3 CONSTRUCTION REQUIREMENTS

Bench and trash receptacle shall be placed per details shown on the Plans and shall be installed per manufacturers' recommendations. Bench and trash receptacle shall be surface mounted on concrete pad.

Concrete pad shall be constructed per details shown on the Plans and in accordance to Section 6-02.

Verify locations all these trail enhancements with the Engineer prior to installation.

Pet waste station shall be placed in location shown on the plans and shall be installed per manufacturer's recommendations.

8-30.4 MEASUREMENT

Type 1 rest stop will be measured per each furnished and installed.

Pet waste station will be measured per each furnished and installed.

8-30.5 PAYMENT

"Type 1 Rest Stop", per each

The unit contract price per each for "Type 1 Rest Stop", shall be full pay for all labor, equipment, and materials necessary, including but not limited to, for assembly, placement, hardware, and installation of specified benches and trash receptacle. This bid item shall also include furnishing and constructing concrete pad. Excavation for the concrete pad pavement will be included in this unit bid item.

"Pet Waste Station", per each.

The unit contract prices per each for "Pet Waste Station" shall be full pay for all labor, equipment, materials, hardware, and excavation necessary for installation.

8-31 FUGITIVE DUST CONTROL (NEW SECTION)

(******)

8-31.1 DESCRIPTION

This Work shall consist of furnishing and applying water and other Best Management Practices (BMPs) for the alleviation or prevention of fugitive dust nuisance. The Contractor shall develop a water supply and furnish all water and other BMPs required for the work and for fugitive control dust.

Dust resulting from the Contractor's performance of the Work, either inside or outside the right of way, shall be controlled by the Contractor in conformance with the provisions in Section 1-07. It is understood that the provisions in this section will not prevent the Contractor from applying water or dust palliative for the Contractor's convenience if the Contractor so desires.

8-31.1(1) SUBMITTALS

The Contractor shall prepare and implement a project-specific Fugitive Dust Control Plan (FDCP). **Six (6) copies of the FDCP shall be submitted to the Engineer for review on or before the Pre-Construction Conference.** The FDCP shall reflect conditions specific to project site conditions, the Contractor's operations, and schedule of Work. It shall also outline the measures that will be employed by the Contractor to prevent dust from being released into the air at the work site. A sample template for the FDCP is included in the Appendix.

The FDCP shall address at a minimum the following project specific information:

I. Introduction

II. Management Information, including identification of Contractor personnel responsible for implementing and maintaining the FDCP, and contact person(s) in case of a complaint

III. Site Information, such as project size, location, topography, and soil type

IV. Identification of all Fugitive Dust sources

V. Fugitive Dust control methods to be used to prevent Fugitive Dust from being released

VI. Source and availability of materials to be used for controlling Fugitive Dust emissions

VII. A schedule, rate of application, or calculations identifying how often, how much, and when the control method(s) shall be used

At a minimum, the Contractor shall develop the FDCP utilizing the BMPs described in the Associated General Contractors of Washington pamphlet, "Guide to Handling Fugitive Dust from Construction Projects." The pamphlet can be obtained from the Associated General Contractors of Washington, 1200 Westlake Avenue North, Suite 301, Seattle, WA, 98109-3528, (206) 284-0061. The Contractor shall maintain at the work site, and make available upon request, a copy of the accepted FDCP along with any updates.

8-31.2 MATERIALS

Water for use in fugitive dust control shall be potable. The Contractor shall not enter any stream or any other fish bearing body of water to obtain water.

8-31.3 CONSTRUCTION REQUIREMENTS

Water shall be applied in the amounts, at the locations, and for the purposes designated in the special provisions, and as ordered by the Engineer.

Water for laying down dust shall be applied by means of pressure-type distributors or pipe lines equipped with spray system or hoses with nozzles that will ensure a uniform light spray application of water.

Equipment used for the application of water shall be equipped with a positive means of shut-off. Unless otherwise specified, or unless all the water is applied by means of pipe lines, at least one mobile unit with a minimum capacity of 1,000 gallons shall be available for applying water on the project at all times.

All grading operations on the project should be suspended when winds exceed 20 miles per hour or when winds carry dust beyond the property line despite implementation of all feasible dust control measures.

Construction sites shall be watered as necessary to prevent fugitive dust emissions, or as ordered by the Engineer or the Puget Sound Clean Air Agency.

An operational water truck shall be onsite at all times. Apply water to control dust as needed to prevent visible emissions violations and offsite dust impacts.

Onsite dirt piles or other stockpiled particulate matter should be covered, wind breaks installed and water and/or soil stabilizers employed to reduce wind-blown dust emissions. Incorporate the use of approved non-toxic soil stabilizers according to manufacturer's specifications to all inactive construction areas.

All transfer processes involving a free fall of soil or other particulate matter shall be conducted in such a manner as to minimize the free fall distance and fugitive dust emissions.

To prevent track-out, wheel washers should be installed where project vehicles and/or equipment exit onto paved streets from unpaved roads. Vehicles and/or equipment shall be washed prior to

each trip. Alternatively, a gravel bed may be installed as appropriate at vehicle/equipment site exit points to effectively remove soil buildup on tires and tracks to prevent/diminish track-out.

Paved streets shall be swept frequently using a pickup vacuum type water sweeper (wet broom) if soil material has been carried onto adjacent paved, public thoroughfares from the project site.

Provide temporary traffic control as needed during all phases of construction to improve traffic flow, as deemed appropriate by the Engineer, and to reduce vehicle dust emissions. An effective measure is to enforce vehicle traffic speeds at or below 15 mph.

Reduce traffic speeds on all unpaved surfaces to 15 miles per hour or less and reduce unnecessary vehicle traffic by restricting access. Provide appropriate training, on-site enforcement and signage.

Re-establish ground cover on the construction site as soon as possible and prior to final acceptance, thorough seeding and watering.

Open burning is yet another source of fugitive gas and particulate emissions and shall be prohibited at the project site. No open burning of vegetative waste (natural plant growth wastes) or other legal or illegal burn materials (trash, demolition debris, et. al.) may be conducted at the project site. Vegetative wastes should be chipped or delivered to waste to energy facilities (permitted biomass facilities), mulched, composted, or used for firewood. It is unlawful to haul waste material offsite for disposal by open burning.

8-31.4 MEASUREMENT

No specific unit of measurement shall apply for fugitive dust control.

8-31.5 PAYMENT

No separate payment will be made for preparing and implementing an accepted Fugitive Dust Control Plan (FCDP), or for Work performed or BMP methods or materials used to control fugitive dust resulting from the Contractor's performance of the Contract work, either inside or outside the right of way. Full compensation for preparing and implementing an accepted FDCP will be considered as included in the Contract unit prices paid for the various items of Work involved, and no additional compensation will be made.

8-54 BOLLARD (NEW SECTION)

(******)

8-54.1 DESCRIPTION

This work shall consist of furnishing and installing steel and wood bollards in accordance with the Plans and these Specifications.

8-54.2 MATERIALS

Materials shall meet the requirements as shown on the Plans.

Footings shall be constructed using concrete Class 3000.

Color of paint for the removable bollard shall be powder coated white.

All steel parts shall be hot-dip galvanized after fabrication in accordance with AASHTO M111.

Reflective tape shall be one of the following or an approved equal:
Scotchlite High Intensity Grade Series 2870
Reflexite AP-1000
Scotchlite Diamond Grade LDP Series 3970
T-6500 High Intensity (Type IV)

Reflective button shall be minimum of 3" diameter with 3/16" mounting holes. Reflectivity shall be high intensity.

8-54.3 CONSTRUCTION REQUIREMENTS

Bollards shall be constructed in accordance to the details shown on the Plans.

Bollards shall not vary more than 1/2 inch in 30 inches from a vertical plane.

The final locations of bollards shall be approved by the Engineer prior to placement.

Reflective buttons shall be attached to the bollards using screw and bolts.

8-54.4 MEASUREMENT

Measurement for bollards will be per each bollard furnished and installed.

8-54.5 PAYMENT

Payment will be made in accordance with Section 1-04.1, for the following bid items:

"Removable Bollard", per each.

"Fixed Bollard", per each.

The unit contract price per each for "Removable Bollard" and "Fixed Bollard", shall be full pay for all labor, equipment, and materials necessary, including but not limited to excavation, paint, concrete foundation, placement, hardware, and disposal of excess soils and materials.

END OF DIVISION 8

DIVISION 9
MATERIALS

9-03 AGGREGATES

9-03.8 AGGREGATES FOR HOT MIX ASPHALT

9-03.8(2) HMA TEST REQUIREMENTS

(March 10, 2010 APWA GSP)

Section 9-03.8(2) is supplemented with the following:

ESALs

The number of ESALs for the design and acceptance of the HMA shall be =<0.3 million.

9-03.9 AGGREGATES FOR BALLAST AND CRUSHED SURFACING

9-03.9(5) 3/4-INCH CRUSHED CLEAN ROCK (NEW SECTION)

3/4-inch crushed clean rock shall meet all requirements of Section 9-03.9(3) for crushed surfacing top course except that it shall meet the following Specifications for grading:

Sieve Size	Percent Passing (by weight)
1-inch square	100
3/4-inch square	75–100
No. 4	0–10
No. 50	5

All percentages are by weight.

9-03.9(6) 5/8-INCH CRUSHED LEDGE ROCK (NEW SECTION)

5/8-inch crushed ledge rock shall be 100% fractured and meet all requirements of Section 9-03.9(3) for crushed surfacing top course except that it shall meet the following Specifications for grading:

Sieve Size	Percent Passing (by weight)
1/2-inch square	100
3/8-inch square	90–100
No. 4	55–75
No. 8	30-50
No. 30	5-25
No. 100	2-10
No. 200	2-6 max

All percentages are by weight.

9-14 EROSION CONTROL AND ROADSIDE PLANTING

9-14.1(1) TOPSOIL TYPE A

(******)

Section 9-14.1(1) is supplemented with the following:

Topsoil shall be free of weed seed and a 3-way mix as supplied by a certified topsoil company.

9-14.4 MULCH AND AMENDMENTS

Section 9-14.1(4) is supplemented with the following:

Soil amendment shall be fine compost.

9-14.8 LOG AND BRUSH PILE (NEW SECTION)

(******)

9-14.8(1) Log with Rootwad

All logs shall consist of salvaged natural wood that has not been preservative treated. Logs shall be conifers and shall be obtained from approved on-site and off-site sources. Trim logs as directed by Engineer. Logs shall be washed of soil and debris prior to installation.

Logs with rootwads shall be 8 to 12-inches in diameter measured four feet from the base. Logs shall be a minimum of 10 feet in length measured from the top of the rootwad.

9-14.8(2) Habitat Log

Habitat Log shall be a of a native coniferous tree species with branches intact. Size and locations shall be as shown in plans,.

9-14.8(3) Brush Pile

Brush pile shall consist of woody material, including trees, stumps, branches, brush, and roots of native trees and shrubs. Approximately one third of the woody material shall consist of material with the main trunks and branches varying between 2 and 4 inches in diameter and 3 to 6 feet in length. Approximately one third of the woody material shall consist of material with the main trunks and branches varying between 6 and 8 inches in diameter and 6 to 12 feet in length. For the remaining third of vegetation trunks, roots and branches smaller than 2 inches in diameter are acceptable. No noxious weed or undesirable vegetation as listed in Section 2-01.3 shall be included in brush piles.

9-14.8(4) Herbivore Repellent

Herbivore repellent shall Plantskydd deer repellent or equal. Follow manufacturers instructions for mixing and rates of application.

END OF DIVISION 9