

1 PROJECT SPECIAL PROVISIONS

2
3 KING COUNTY, WA

4 SOUTH PARK BRIDGE #3179

5 BRIDGE DEMOLITION

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8 King County CIP 300610

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11 FINAL SUBMITTAL
12 (NOT FOR CONSTRUCTION)

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25 KING COUNTY DEPARTMENT OF TRANSPORTATION

26 SEPTEMBER 13, 2010

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SOUTH PARK BRIDGE NO. 3179
BRIDGE DEMOLITION
(14th/16th Avenue South over Duwamish Waterway)

Contract No. C00xxxxxx
Project No. 300610
Fed. Aid No. DBP-1491(001)

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(14th/16th Avenue South over Duwamish Waterway)

Contract No. C00XXXX0

Project No. 300610

Fed. Aid No. DBP-1491(001)

GENERAL REQUIREMENTS

INTRODUCTION

The following Special Provisions in conjunction with the 2010 Standard Specifications for Road, Bridge and Municipal Construction, 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, 2nd 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 Road Engineer or the County Road Engineer's duly authorized assistants.

Wherever reference is made to the "State Materials Laboratory" or "WSDOT Materials Laboratory" in the Standard Specifications such reference shall be revised to read "King County Materials Lab (Renton, WA.)".

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1 **DESCRIPTION OF WORK**

2 This project provides for removing and salvaging the bascule span of the South Park Bridge over
3 the Duwamish Waterway on 14th/16th Avenue South in King County by removing the bascule
4 bridge, approach spans, earthen embankments, salvaging various elements of the bridge, and
5 other work, all in accordance with the attached Plans, these Special Provisions, the Standard
6 Specifications, the KCRDCS, and the APWA/WSDOT Standard Plans for Road, Bridge, and
7 Municipal Construction.

8 **1-01 DEFINITIONS AND TERMS**

9 **1-01.3 DEFINITIONS**

10 The definition for “Contracting Agency” is deleted and replaced with the following:

11 **Contracting Agency**

12 Agency of Government that is responsible for the execution and administration of the
13 contract. Also means King County, Department of Transportation, Road Services
14 Division.

15 The definition for “Completion Dates” is deleted and replaced with the following:

16 **Completion Dates**

17 Substantial Completion Date is the day the Engineer determines that the bascule leaves
18 have been removed and the materials to be salvaged have been delivered to the sites
19 identified in the Contract Documents, and only minor incidental work, replacement of
20 temporary substitute facilities, or correction or repair remains for the Physical
21 Completion of the total Contract.

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

25 Completion Date is the day all the Work specified in the Contract is completed and all the
26 obligations of the Contractor under the Contract are fulfilled by the Contractor. All
27 documentation required by the Contract and required by law must be furnished by the
28 Contractor before establishment of this date.

29 The definition for “Engineer” is deleted and replaced with the following:

30 **Engineer**

31 The Contracting Agency’s representative who administers the construction program for
32 the Contracting Agency. Also means King County Road Engineer or the King County
33 Road Engineer’s authorized assistants.

34 The following definitions are added to this section:

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1 **Agreement**

2 For the purposes of this Contract, the term “Agreement” means Contract and the terms
3 can be used interchangeably.

4 **Change Order**

5 A document prepared by the Engineer which authorizes an addition, deletion, or revision
6 in the Work, or an adjustment in the Contract Price or the Contract Time, issued after the
7 execution of the Contract.

8 **Contract Documents**

9 The term “Contract Documents” shall have the same meaning as Contract and the terms
10 can be used interchangeably.

11 **County**

12 King County, Department of Transportation, Road Services Division (KCDOT).

13 **Notice to Proceed**

14 The written notice by the County to the Contractor fixing the date on which the Contract
15 Time will commence to run and on which Contractor shall start to perform Contractor’s
16 obligations under the Contract Documents.

17 **Performance and Payment Bond**

18 The definition is the same as that provided for the term “Contract Bond.” The Contractor
19 will be required to submit a performance and payment bond, in quadruplicate, on the
20 County provided form within 10 business days of receipt of Notice of Selection.

21 **1-02 BID PROCEDURES AND CONDITIONS**

22 1-02.1 **PREQUALIFICATION OF BIDDER**

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

24 1-02.1 **QUALIFICATIONS OF BIDDER**
25 (March 25, 2009 APWA GSP)

26 Bidders must meet the minimum qualifications of RCW 39.04.350(1), as amended:

27 “Before award of a public works contract, a bidder must meet the following responsibility
28 criteria to be considered a responsible bidder and qualified to be awarded a public works
29 project. The bidder must:

- 30 a) At the time of bid submittal, have a certificate of registration in compliance
31 with chapter 18.27 RCW;
- 32 b) Have a current state unified business identifier number;

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- 1 c) If applicable, have industrial insurance coverage for the bidder's employees
2 working in Washington as required in Title 51 RCW; an employment security
3 department number as required in Title 50 RCW; and a state excise tax
4 registration number as required in Title 82 RCW; and
5 d) Not be disqualified from bidding on any public works contract under RCW
6 39.06.010 or 39.12.065(3).”

7 Bidders shall be qualified by experience, financing, equipment, and organization to do the
8 work called for in the Contract Documents. King County reserves the right to take
9 whatever action it deems necessary to ascertain the ability of the Bidders to perform the
10 work satisfactorily.

11 **1-02.4(1) GENERAL**

12 The following paragraph is inserted before the last paragraph of this section:

13 Prior to bid opening if a Bidder discovers any provision in the Plans, Specifications, or Contract
14 which is contrary to or inconsistent with any law or regulation, such Bidder shall immediately
15 report this discovery in writing to the Contract Specialist identified in the Invitation to Bid.

16 After Contract Execution, if the Contractor discovers any provision in the Plans, Specifications,
17 or Contract which is contrary to or inconsistent with any law or regulation, such Contractor shall
18 immediately report this discovery in writing to the Engineer.

19 **1-02.4(2) SUBSURFACE INFORMATION**

20 In reference to this section, the soils information used for study and design of this project will be
21 provided on the Builders Exchange of Washington website through an external link from
22 <http://www.kingcounty.gov/procurement.aspx>, however these documents shall not be considered
23 as part of the Contract.

24 **1-02.4(4) REFERENCE DOCUMENTS**
25 **(NEW SECTION)**

26 The following Reference Documents are available for inspection by the Bidders:

- 27 • Results of Test Pile Program, South Park Bridge, King County, Washington -
28 March 12,2010
- 29 • South Park Bridge Replacement Project, Phase I Environmental Site Assessment
30 Report, Seattle, Washington - August 2009
- 31 • South Park Bridge Replacement Project, Phase II Environmental Site Assessment
32 Report, Seattle, Washington - September 2009
- 33 • South Park Bridge Plans and Specifications (circa 1929)
- 34 • South Park Bridge, Bridge Span resurfacing (circa 1950)

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- 1 • Partial 14th Avenue Bridge Plans and Specifications (circa 1916)
- 2 • Partial Boeing Wharf Plans (circa 1952)
- 3 • South Park Bridge Project, Geotechnical Report, Phase II (March 29, 2004)
- 4 • South Park Bridge Project, Supplemental Geotechnical Data Report (April 6,
- 5 2009)
- 6 • South Park Bridge Project, Supplemental Geotechnical Report, Final Design (July
- 7 17, 2009)
- 8 • Limited Hazardous Building Material Survey, South Park Bridge, Seattle,
- 9 Washington (November 30, 2009)
- 10 • Technical Memorandum, South Park Bridge ESA Support (September 3, 2007)
- 11 • South Park Bridge, Stormwater Pollution Prevention Plan, Technical Information
- 12 Report (January 2010)

13 These Reference Documents will be provided on the Builders Exchange of Washington website
14 through an external link from <http://www.kingcounty.gov/procurement.aspx>, however these
15 documents shall not be considered as part of the Contract. King County makes no representation
16 or warranty expressed or implied that:

- 17 • The Bidders' interpretations of the documents is correct;
- 18 • Locations of features or conditions indicated in the documents are correct; or
- 19 • The features or conditions indicated in the documents have not been altered or removed.

20 King County makes no representations, guarantees, or warranties as to the accuracy of the
21 documents. The availability of historic project documents from King County shall not relieve
22 the Bidder or the Contractor from any risks or of any duty to make examinations and
23 investigations as required by Section 1-02.4(1) or any other responsibility under the Contract or
24 as may be required by law.

25 **1-02.5 PROPOSAL FORMS**

26 The following is inserted at the end of this section:

27 The proposal invites bids on definite Plans and Specifications. Only the amounts and
28 information asked for on the proposal form furnished will be considered as the bid. Each bidder
29 shall bid upon the work exactly as specified and as provided on the Proposal Form.

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1 **1-02.8(3) CONFLICT OF INTEREST AND NON-COMPETITIVE PRACTICES**
2 **(NEW SECTION)**

3 The Contractor shall comply with Chapter 3.04 of the King County Code, pertaining to conflicts
4 of interest, and contingent fees and gratuities. Section 3.04.060 of the King County Code
5 authorizes criminal liability, and civil penalties, including the cancellation of current contracts
6 and disqualification from bidding for a two-year period, for any person who violates Section
7 3.04.060 of the King County Code.

8 **1-02.9 DELIVERY OF PROPOSAL/DATE OF OPENING BIDS**

9 The first paragraph of this section is deleted and replaced with the following:

10 Sealed bids will be received at King County Procurement and Contract Services Section,
11 Chinook Building, 401 Fifth Avenue, 3rd Floor, Seattle, Washington 98104 on the date and time
12 specified in the Invitation to Bid, which precedes these Special Provisions, and then and there
13 publicly opened and read aloud.

14 **1-02.10 WITHDRAWAL OR REVISION OF PROPOSAL**

15 The following is added at the end of the last paragraph of this section:

16 No oral, electronic, or telephonic proposals or modifications will be considered.

17 **1-02.13 IRREGULAR PROPOSALS**
18 **(March 25, 2009 APWA GSP)**

19 Revise item 1 to read:

- 20 1. A proposal will be considered irregular and will be rejected if:
21 a. The Bidder is not prequalified, when so required;
22 b. The authorized proposal form furnished by the Contracting Agency is not used or
23 is altered;
24 c. The completed proposal form contains any unauthorized additions, deletions,
25 alternate bids, or conditions;
26 d. The Bidder adds provisions reserving the right to reject or accept the award, or
27 enter into the contract;
28 e. A price per unit cannot be determined from the bid proposal;
29 f. The proposal form is not properly executed;
30 g. The Bidder fails to submit or properly complete a subcontractor list, if applicable,
31 as required in Section 1-02.6.

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- 1 h. The Bidder fails to submit or properly complete a Disadvantaged, Minority or
2 Women’s Business Enterprise Certification, if applicable, as required in Section 1-
3 02.6,
- 4 i. The bid proposal does not constitute a definite and unqualified offer to meet the
5 material terms of the bid invitation; or.
- 6 j. More than one proposal is submitted for the same project from a Bidder under the
7 same or different names.

8 **1-02.14 DISQUALIFICATION OF BIDDERS**
9 (March 25, 2009 APWA GSP)

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

11 A Bidder will be deemed not responsible if:

- 12 1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW
13 39.04.350(1), as amended; or
- 14 2. evidence of collusion exists with any other Bidder or potential Bidder. Participants in
15 collusion will be restricted from submitting further bids; or
- 16 3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the work or
17 to the full extent of the bid, or to the extent that the bid exceeds the authorized
18 prequalification amount as may have been determined by a prequalification of the
19 Bidder; or
- 20 4. an unsatisfactory performance record exists based on past or current Contracting
21 Agency work or for work done for others, as judged from the standpoint of conduct of
22 the work; workmanship; or progress; affirmative action; equal employment
23 opportunity practices; termination for cause; or Disadvantaged Business Enterprise,
24 Minority Business Enterprise, or Women’s Business Enterprise utilization; or
- 25 5. there is uncompleted work (Contracting Agency or otherwise), which in the opinion
26 of the Contracting Agency might hinder or prevent the prompt completion of the
27 work bid upon; or
- 28 6. the Bidder failed to settle bills for labor or materials on past or current contracts,
29 unless there are extenuating circumstances acceptable to the Contracting Agency; or
- 30 7. the Bidder has failed to complete a written public contract or has been convicted of a
31 crime arising from a previous public contract, unless there are extenuating
32 circumstances acceptable to the Contracting Agency; or
- 33 8. the Bidder is unable, financially or otherwise, to perform the work, in the opinion of
34 the Contracting Agency; or

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1 9. there are any other reasons deemed proper by the Contracting Agency.

2 As evidence that the Bidder meets the bidder responsibility criteria above, the apparent two
3 lowest Bidders must submit to the Contracting Agency within 24 hours of the bid submittal
4 deadline, documentation (sufficient in the sole judgment of the Contracting Agency)
5 demonstrating compliance with all applicable responsibility criteria, including all
6 documentation specifically listed in the supplemental criteria. The Contracting Agency
7 reserves the right to request such documentation from other Bidders as well, and to request
8 further documentation as needed to assess bidder responsibility.

9 The basis for evaluation of Bidder compliance with these supplemental criteria shall be any
10 documents or facts obtained by Contracting Agency (whether from the Bidder or third
11 parties) which any reasonable owner would rely on for determining such compliance,
12 including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii)
13 information obtained directly by the Contracting Agency from owners for whom the Bidder
14 has worked, or other public agencies or private enterprises; and (iii) any additional
15 information obtained by the Contracting Agency which is believed to be relevant to the
16 matter.

17 If the Contracting Agency determines the Bidder does not meet the bidder responsibility
18 criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify
19 the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this
20 determination, it may appeal the determination within 24 hours of receipt of the Contracting
21 Agency's determination by presenting its appeal to the Contracting Agency. The Contracting
22 Agency will consider the appeal before issuing its final determination. If the final
23 determination affirms that the Bidder is not responsible, the Contracting Agency will not
24 execute a contract with any other Bidder until at least two business days after the Bidder
25 determined to be not responsible has received the final determination.

26 1-02.15 **PRE AWARD INFORMATION**
27 (October 1, 2005 APWA GSP)

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

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

- 31 1. A complete statement of the origin, composition, and manufacture of any or all
32 materials to be used,
- 33 2. Samples of these materials for quality and fitness tests,
- 34 3. A progress schedule (in a form the Contracting Agency requires) showing the order of
35 and time required for the various phases of the work,
- 36 4. A breakdown of costs assigned to any bid item,
- 37 5. Attendance at a conference with the Engineer or representatives of the Engineer,

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- 1 6. Obtain, and furnish a copy of, a business license to do business in the city or county
2 where the work is located.
- 3 7. A copy of State of Washington Contractor’s Registration, or
- 4 8. Any other information or action taken that is deemed necessary to ensure that the
5 bidder is the lowest responsible bidder.

6 **1-03 AWARD AND EXECUTION OF CONTRACT**

7 **1-03.1 CONSIDERATION OF BIDS**

8 The following is added at the end of this section:

9 Form of Protest: In order to be considered, a Protest shall be in writing, addressed to the
10 Manager of the King County Procurement and Contract Services of the Department of Executive
11 Services (Manager). A copy of the Protest shall be provided to the Contract Specialist identified
12 in the Invitation to Bid. The Protest shall include the following:

- 13 1. The name, address, and phone number of the Bidder or Proposer protesting, or the
14 authorized representative of the Bidder or Proposer;
- 15 2. The Solicitation Number and Title under which the Protest is submitted;
- 16 3. A detailed description of the specific grounds for protest and any supporting
17 documentation. It is the responsibility of the Protesting Bidder/Proposer to supplement
18 its Protest with any subsequently discovered documents prior to the Manager’s decision;
- 19 4. The specific ruling or relief requested; and
- 20 5. Evidence that all persons with a financial interest in the procurement have been given
21 notice of the Protest or if such persons are unknown, a statement to that effect.

22 Who May Protest.

- 23 1. *Protests based on specifications:* Any prospective Bidder/Proposer.
- 24 2. *Protests following Bid opening:* Any Bidder or Proposer submitting a bid/proposal
25 showing a substantial financial interest in this solicitation or award of a Contract.

26 Time to Protest. Protests challenging the specifications or the supplemental bidder responsibility
27 criteria must be received by the County no later than ten (10) calendar days prior to the date
28 established for submittal of Bids; provided however, if the tenth calendar day is a weekend or
29 County holiday, the Protest must be received by noon the following business day.

30 In accordance with RCW 39.04.350(d), a Bidder’s right to appeal a determination that the Bidder
31 is not responsible shall be considered a “protest” and filed within five (5) calendar days of
32 receipt of the rejection letter; provided however, if the fifth calendar day is a weekend or County
33 holiday, the Protest must be received by noon the following business day.

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1 The County must receive protests based on all other circumstances within five (5) calendar days
2 after the protesting Bidder knows or should have known of the facts and circumstances upon
3 which the Protest is based; provided however, if the fifth calendar day is a weekend or County
4 holiday, the Protest must be received by noon the following business day.

5 In no event shall a Protest be considered if all bids are rejected or after execution of the Contract.

6 Determination of Protest. Upon receipt of a timely written Protest, the Manager shall investigate
7 the Protest and shall respond in writing to the Protest prior to the award of contract. Except as
8 provided below, the decision of the Manager shall be final.

9 Reconsideration of Manager's Decision. A financially interested Bidder may request that a
10 Manager's adverse decision be reviewed by the Finance and Business Operations Division
11 Director of the King County Department of Executive Services ("Finance Director") on a
12 reconsideration basis only. The only justification for reconsideration is the Manager made an
13 error of law or regulation. The following procedures shall be followed for a reconsideration of
14 the Manager's decision:

15 1. Form of Request for Reconsideration. In order to be considered, a Request for
16 Reconsideration must be filed with the Finance Director in writing, with a copy provided
17 to the Contract Specialist, and include

18 a. Name, address, and telephone number of the person protesting or their authorized
19 representative;

20 b. A copy of the written decision of the Manager; and

21 c. Include all pertinent facts and law on which the Bidder is relying.

22 2. Time for Filing Request for Reconsideration. The financially interested Bidder or
23 Proposer must file the Request for Reconsideration no later than two (2) business days of
24 receiving the Manager's decision.

25 3. Review of Manager's Decision. Upon receipt of a Request for Reconsideration, the
26 Finance Director or his/her designee shall review (1) the information submitted to and
27 reviewed by the Manager and (2) the decision of the Manager and shall thereafter issue a
28 final determination in writing regarding the Request for Reconsideration..

29 4. Contract Execution: If a timely Request for Reconsideration is filed, the County will not
30 execute a contract any sooner than two (2) business days after issuance of the final
31 determination regarding the Request for Reconsideration.

32 Failure To Comply: Failure to comply with the procedures set forth herein may render a Protest
33 untimely or inadequate and may result in rejection thereof by the County.

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1 Exhaustion of Administrative Remedies: As a mandatory condition precedent to initiating a
2 lawsuit against the County, a Bidder shall comply with the Protest and Reconsideration
3 Procedures defined herein.

4 Venue: By submitting a bid in response to the Invitation to Bid and for the convenience of the
5 parties, the Bidder acknowledges and agrees that a lawsuit or action related to or arising out of
6 this procurement shall be brought in the Superior Court of King County, Washington.

7 **1-03.3 EXECUTION OF CONTRACT**

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

9 Copies of the Contract Provisions, including the unsigned Form of Contract, will be included
10 with the Notice of Selection from the County for signature by the successful bidder. The number
11 of copies to be executed by the Contractor will be determined by the County.

12 **This contract has an expedited procurement.** Within five (5) calendar days after receiving the
13 Notice of Selection, the successful bidder shall return the signed County-prepared contract, an
14 insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law
15 and Section 1-03.4. Before execution of the contract by the County, the successful bidder shall
16 provide any pre-award information the County may require under Section 1-02.15.

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

21 **1-03.3(1) REQUIRED SUBMITTALS PRIOR TO CONTRACT EXECUTION**
22 **(NEW SECTION)**

23 The selected Bidder shall submit the following Forms within five (5) calendar days after
24 receiving written Notice of Selection:

- 25 1. A Personnel Inventory Report on the form provided by the County.
- 26 2. An Affidavit and Certificate of Compliance Demonstrating the Contractor's commitment
27 to comply with the provisions of KCC Chapter 12.16.
- 28 3. A Statement of Compliance with KCC Chapter 12.16 from any labor unions or employee
29 referral agencies, which refers workers or employees, or provides or supervises
30 apprenticeship or other training programs from whom Contractor obtains employees.
- 31 4. A 504/ADA Disability Assurance of Compliance on the form provided by the County.
- 32 5. List of Subcontractors and Suppliers at all levels on the form provided by the County.

33 The Contractor shall also submit Personnel Inventory Reports, Affidavits and Certificates of
34 Compliance and Sworn Statements of Compliance from its subcontractors, regardless of tier.

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1 Such subcontractor information shall be submitted prior to the County processing and paying any
2 progress payment which includes such subcontractor work.

3 Assistance with the requirements of this Section and copies of Chapters 12.16 and 12.18 are
4 available from the Business Development and Contract Compliance Division, phone (206) 205-
5 0700.

6 The County will not execute an agreement or contract without prior receipt of fully executed
7 forms listed above.

8 Current versions of the forms are available for review and download at the following web site:

9 www.kingcounty.gov/operations/procurement/Forms/Construction.aspx

10 **1-03.7 JUDICIAL REVIEW**

11 The last sentence of this section is deleted and replaced with the following:

12 Such review, if any, shall be timely filed in the Superior Court of King County, Washington.

13 **1-04 SCOPE OF THE WORK**

14 **1-04.1 INTENT OF THE CONTRACT**

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

16 It is the intent of the Contract Documents to describe a functionally complete Project to be
17 performed in accordance with the Contract Documents. Any Work, materials, or equipment that
18 may reasonably be inferred from the Contract Documents as being required to produce the
19 intended result will be furnished and provided whether or not specifically called for. When
20 words which have a well-known technical or trade meaning are used to describe Work, materials,
21 or equipment such words shall be interpreted in accordance with that meaning. Reference to
22 standard specifications, manuals, or codes of any technical society, organization, or association,
23 or to the Laws or Regulations of any governmental authority, whether such reference be specific
24 or by implication, shall mean the latest standard specification, manual, code, or Laws or
25 Regulations in effect at the time of opening of Bids, except as may be otherwise specifically
26 stated. However, no provision of any referenced standard specification, manual, or code
27 (whether or not specifically incorporated by reference in the Contract Documents) shall be
28 effective to change the duties and responsibilities of the County, Contractor, or Engineer, or any
29 of their consultants, agents or employees from those set forth in the Contract Documents, nor
30 shall it be effective to assign to the Engineer, or any of the Engineer's consultants, agents or
31 employees, any duty or authority to supervise or direct the furnishing or performance of the
32 Work.

33 If, during the performance of the Work, the Contractor finds a conflict, error or discrepancy in
34 the Contract Documents, the Contractor shall so report to the Engineer or the Engineer's
35 authorized assistant in writing at once and before proceeding with the Work affected. The
36 Contractor thereby shall obtain a written interpretation or clarification from the Engineer.

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- 1 2. Issuing Field Directives;
- 2 3. Issuing Request for Change Proposals;
- 3 4. Responding to Requests For Information;
- 4 5. Reviewing the schedule of values, project schedules, submittals, testing and inspection
- 5 reports, substitution requests, and other documentation submitted by the Contractor;
- 6 6. Negotiating Change Proposals and Change Orders;
- 7 7. Recommending Change Orders for approval by the King County Executive or its
- 8 designee;
- 9 8. Issuing decisions with respect to Requests for Change Orders and Claims;
- 10 9. Processing payment requests submitted by the Contractor, and recommending payment;
- 11 10. Monitoring the quality of the work and recommending acceptance of the work;
- 12 11. Transmitting executed Change Orders, Amendments, and other contract documents to the
- 13 Contractor; and
- 14 12. Performing all other contract administrative functions.

15 All correspondence, questions, and/or documentation shall be submitted to the Engineer and the
16 Engineer shall disseminate such documentation appropriately.

17 The Engineer may designate an authorized assistant to perform functions under the Contract,
18 such as review and/or inspection and acceptance of supplies, services, including construction,
19 and other functions of a technical or administrative nature. The Engineer will provide a written
20 notice of such designation to the Contractor. The Engineer may add to or modify in writing these
21 designations from time to time. The designation letter will set forth the authorities and
22 limitations of the authorized assistants under the Contract. The Engineer authorized assistants
23 cannot grant greater authority than the authority of the Engineer.

24 **1-05.3 PLANS AND WORKING DRAWINGS**

25 The second paragraph of this section is deleted and replaced with the following:

26 In the event that it is found that the instructions and drawings contained in the contract
27 documents are not sufficiently clear to permit the Contractor to proceed with the work,
28 the Engineer will either upon his own motion or upon request from the Contractor,
29 furnish such additional written instructions together with such additional drawings as
30 may be necessary. When such request is made by the Contractor it must be made in
31 ample time to permit the preparation of the instructions and drawings by the Engineer
32 before construction of the work covered by them is undertaken. Such additional

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1 instructions and drawings will not be inconsistent with the contract documents and shall
2 have the same force and effect as if contained in the contract documents.

3 The third paragraph is deleted and replaced with the following:

4 The Contractor shall submit supplemental Working Drawings as required for the
5 performance of the Work. Except as noted, all drawings and other submittals shall be
6 delivered directly to the Engineer. The drawings shall be provided in hardcopy and
7 executable electronic CAD (Computer Aided Design or Computer Aided Drafting)
8 format. The hardcopy drawings shall be provided on sheets measuring 22 by 34-inches,
9 11 by 17-inches, or on sheets with dimensions in multiples of 8-½ by 11-inches. The
10 executable electronic CAD format drawings shall be provided in Bentley MicroStation
11 V8 format or AutoCAD 2006 format. The drawings shall be provided far enough in
12 advance of actual need to allow for the review process by the Contracting Agency or
13 other agencies. This may involve resubmittals because of revisions or rejections. Unless
14 otherwise stated in the Contract, the Engineer will require up to 30-calendar days from
15 the date the submittals or resubmittals are received until they are sent to the Contractor.
16 After a plan or drawing has been approved and returned to the Contractor, all changes
17 that the Contractor proposes shall be submitted to the Project Engineer for review and
18 approval. This time will increase if the drawings submitted do not meet the Contract
19 requirements or contain insufficient details.

20 **1-05.5 RECORD DRAWINGS AND CONTRACT DOCUMENTS**
21 **(NEW SECTION)**

22 The Contractor shall keep one copy of the Contract Documents, including the Standard
23 Specifications on the job site, in good order, available to the Engineer, the Engineer's authorized
24 assistants and the County.

25 The Contractor shall maintain, updated on a daily basis at the job site, and make available to the
26 Engineer on request, a record set of the Plans accurately marked to indicate modifications in the
27 completed work that differ from the design information shown in the Plans. This includes but is
28 not limited to RFI's, change orders, mark-ups on submittals, field changed conditions, field
29 directives, field orders, etc.

30 **1-05.7 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK**

31 The following is added at the end of this section:

32 Any nonconforming or defective work, whether the result of poor workmanship, use of defective
33 materials, damage through carelessness, failure to furnish materials or to perform the work in
34 accordance with the contract documents, or any other cause found to exist during construction or
35 prior to final acceptance, shall be removed immediately and replaced by work and materials
36 which shall conform to the contract documents or shall be remedied otherwise in a manner
37 acceptable to and as authorized by the Engineer. These provisions shall have full effect
38 regardless of the fact that the defective work was performed, or the defective materials were

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1 used, with the full knowledge of the Engineer. The fact that the Engineer may have previously
2 overlooked such defective work shall not constitute an acceptance of any part of work or a
3 waiver. Nothing stated herein shall be deemed to shorten the term of any statute of limitations
4 applicable to claims which the County may have against the Contractor.

5 Work done contrary to or regardless of the instructions of the Engineer, work done beyond the
6 requirements of the contract documents, or any extra or additional work done without authority,
7 will be considered as unauthorized and will not be paid for by the County, even if retained. Work
8 so performed may be ordered removed or replaced at the Contractor's expense.

9 While the Engineer will endeavor to point out to the Contractor any defective work which comes
10 to the attention of the Engineer during these observations, the Engineer's failure to do so shall
11 not constitute the basis of any claim, suit or cause of action by the Contractor or any other party
12 against the Engineer or the County, and shall not excuse nonconforming or defective work by the
13 Contractor.

14 The Engineer or the County shall be allowed access to all parts of the work at all times and shall
15 be furnished with every reasonable facility for ascertaining whether the work as performed is in
16 accordance with the requirements and intent of the Plans and Specifications. If directed by the
17 Engineer, the Contractor, at any time before acceptance of the Work, shall remove or uncover
18 such portions of the finished work. After examination, the Contractor shall restore said portions
19 of the Work to the standards required by the Specifications. Should the work thus exposed or
20 examined prove acceptable, the uncovering or removing and the replacing of the covering or
21 making good of the parts removed, will be paid for as provided under Section 1-04.4, but should
22 the work so exposed or examined prove unacceptable, the uncovering or removing and the
23 replacing of the covering or making good of the parts removed, shall be at the Contractor's
24 expense. Observation of the work by the Engineer shall not be considered as direct control of the
25 individual workman and his work. The direct control shall be solely the responsibility of the
26 Contractor.

27 **1-05.12 FINAL ACCEPTANCE**

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

29 The Contractor must perform all the obligations under the contract before a completion date and
30 final acceptance can occur. Failure of the Contractor to perform all the obligations under the
31 contract shall not bar King County from unilaterally accepting the contract as provided in
32 Section 1-09.9.

33 The Director of Transportation, or a duly authorized assistant, accepts the completed contract and
34 the items of work shown in the Comparison of Quantities by signature of the Notice of
35 Completion and Acceptance. The date of that signature constitutes the acceptance date. Progress
36 estimates or payments shall not be construed as acceptance of any work under the contract.

37 The Contractor agrees that neither completion nor final acceptance shall relieve the Contractor of
38 the responsibility to indemnify, defend and protect King County against any claim or loss

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1 resulting from the failure of the Contractor (or the subcontractors or lower-tier subcontractors) to
2 pay all laborers, mechanics, subcontractors, materialpersons or any other person who provides
3 labor, supplies or provisions for carrying out the work.

4 Final acceptance shall not constitute acceptance of any unauthorized or defective work or
5 material. King County shall not be barred from requiring the Contractor to remove, replace,
6 repair or dispose of any unauthorized or defective work or material or from recovering damages
7 for any such work or material.

8 **1-05.13 SUPERINTENDENTS, LABOR AND EQUIPMENT OF CONTRACTOR**

9 The seventh paragraph in this section is deleted and replaced with the following:

10 Whenever the Contracting Agency evaluates the Contractor's qualifications pursuant to Section
11 1-02.1, it will take these performance reports into account.

12 **1-05.13(2) LABOR MANAGEMENT PLAN**
13 **(NEW SECTION)**

14 This section specifies the requirement for submittal of a Labor Management Plan on Contracts
15 with a Contract Price of one million dollars (\$1,000,000) or more at time of Contract execution
16 by King County.

17 **CONTRACTOR RESPONSIBILITIES**

18 The Contractor acknowledges that because this is a time of the essence contract, any work
19 stoppage, strike, slow down, picket or other disruptive activity which impacts the timely and
20 accurate completion of the Project may cause the County significant economic damage.

21 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens
22 to delay timely performance in accordance with the Contract, the Contractor shall immediately
23 give Notice, including all relevant information, to the County.

24 The Contractor agrees to insert a provision in its Subcontracts and to require insertion in all sub-
25 subcontracts, that in the event timely performance of any such contract is delayed or threatened
26 by any actual or potential labor dispute, the Subcontractor(s) or lower-tiered Subcontractor(s)
27 shall immediately notify the next higher tier Subcontractor. The Subcontractor or Contractor, as
28 the case may be, shall be provided with all relevant information concerning the dispute.

29 **LABOR MANAGEMENT SUBMITTALS**

30 The Contractor shall submit a Labor Management Plan to the Engineer within 3 days following
31 the Notice to Proceed. This Plan shall consist of the following:

- 32 1. A copy of the Contractor's collective bargaining agreements, if any, and their expiration
33 dates.
- 34 2. The Contractor's labor relations history for both County and non-County projects for the
35 last 5 years with a value over \$1,000,000. Include the following detail:

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- 1 a. Name and date of the project.
- 2 b. Description of the project.
- 3 c. Final cost of the construction contract for the project.
- 4 d. Description of any work stoppage, strike, picket, slow down or other labor
5 disruption that occurred on the project, if any.
- 6 e. Description of impacts to contract price of schedule resulting from the labor
7 disruption that occurred on the project, if any.
- 8 f. Description of the labor management methods used by the Contractor to prevent,
9 mitigate or eliminate a labor disruption on the project.
- 10 3. Provide a description of any activities or events the Contractor, or Subcontractors,
11 reasonably believe may cause a potential or actual work stoppage, strike, slow down or
12 other labor disruption on the Project which may either (a) impact worker's performance
13 at the Site, or (b) impact the Contract Time or Contract Price for the Project.
- 14 4. Provide the plan(s) the Contractor and its Subcontractors will follow to prevent, mitigate
15 or eliminate labor disruptions if they occur on the Project. Provide copies of any policies
16 and procedures which support this plan(s).
- 17 All costs for providing and implementing the Labor Management Plan shall be included in the
18 various items in the Contract, and no additional compensation will be made.

19 **1-05.15 METHOD OF SERVING NOTICES**
20 **(March 25, 2009 APWA GSP)**

21 The second paragraph in this section is deleted and replaced with the following:

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

29 **1-06 CONTROL OF MATERIAL**

30 **1-06.1 APPROVAL OF MATERIALS PRIOR TO USE**

31 The first sentence of this section is deleted and replaced with the following:

32 Prior to use or delivery to the project site, the Contractor shall notify the Engineer of all proposed
33 materials. The Contractor shall use the Request for Approval of Material Sources (RAMS) form.

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1 These sources must be approved by the Engineer before delivery to the project site begins. The
2 Contractor may utilize pre-approved materials shown on the Qualified Products List (QPL), but
3 submittal of such items shall be documented on a RAMS.

4 **1-06.1(2) REQUEST FOR APPROVAL OF MATERIAL SOURCES (RAMS)**

5 The first paragraph of this section is deleted and replaced with the following:

6 The RAMS shall be used for all materials to be incorporated into the work. The RAMS shall be
7 prepared by the Contractor in accordance with the instructions on the form and submitted to the
8 Engineer for approval before the material is delivered to the project site or incorporated into the
9 work. When pre-approved items from the QPL are proposed, a copy of the applicable page from
10 the QPL, marked per the instructions in the QPL, shall be submitted with the RAMS.

11 **1-06.1(2)A BUY AMERICA**
12 **(NEW SECTION)**
13 **(August 6, 2007 WSDOT GSP)**

14 The major quantities of steel and iron construction material that is permanently incorporated into
15 the project shall consist of American-made materials only. Buy America does not apply to
16 temporary steel items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and
17 falsework.

18 The Contractor may utilize minor amounts of foreign steel and iron in this project provided the
19 cost of the foreign material used does not exceed one-tenth of one percent of the total contract
20 cost or \$2,500.00, whichever is greater.

21 American-made material is defined as material having all manufacturing processes occurring
22 domestically. To further define the coverage, a domestic product is a manufactured steel material
23 that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the
24 territories and possessions of the United States.

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

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

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

3 The following are considered to be steel manufacturing processes:

4 1. Production of steel by any of the following processes:

5 a. Open hearth furnace.

6 b. Basic oxygen.

7 c. Electric furnace.

8 d. Direct reduction.

9 2. Rolling, heat treating, and any other similar processing.

10 3. Fabrication of the products.

11 a. Spinning wire into cable or strand.

12 b. Corrugating and rolling into culverts.

13 c. Shop fabrication.

14 A certification of materials origin will be required for any items comprised of, or containing,
15 steel or iron construction materials prior to such items being incorporated into the permanent
16 work. The certification shall be on DOT Form 350-109EF provided by the Engineer, or such
17 other form the Contractor chooses, provided it contains the same information as DOT Form
18 350-109EF.

19 **1-06.2(1) SAMPLES AND TESTS FOR ACCEPTANCE**

20 The first sentence of the fifth paragraph of this section is deleted and replaced with the
21 following:

22 All field and laboratory and materials testing by the Engineer will follow methods described in
23 the contract documents, in the Washington State Department of Transportation Materials Manual,
24 or ASTM or AASHTO national standard test procedures, using qualified testing personnel and
25 calibrated or verified equipment.

26 **1-06.3 MANUFACTURER'S CERTIFICATE OF COMPLIANCE**

27 The third paragraph of this section is deleted and replaced with the following:

28 The Manufacturer's Certificate of Compliance must identify the manufacturer, the type (and lot
29 number, if applicable) and quantity of material being certified, the applicable specifications
30 being affirmed, and the signature of a responsible corporate official of the manufacturer and
31 include supporting mill tests or documents. An invoice and a Manufacturer's Certificate of
32 Compliance shall be furnished with each truckload of material delivered to the work and the
33 truckload so certified shall be clearly identified in the certificate.

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

2 1-07.1(1) LEAD HEALTH PROTECTION PROGRAM
3 (NEW SECTION)
4 (January 5, 2004 WSDOT GSP)

5 Structural and non-structural materials located at the project site contain lead-based products.
6 The Contractor shall be fully responsible for the safety and health of all on-site workers and
7 compliant with Washington Administrative Code (WAC 296-155-176). The Contractors Lead
8 Health Protection Program shall be sent to the Contracting Agency at least 5 calendar days prior
9 to the Contractor beginning work involving exposure to lead contamination. The Contractor shall
10 communicate with the Project Engineer to ensure a coordinated effort for providing and
11 maintaining a safe worksite for both the Contracting Agency's and Contractor's workers.

12 The compliance programs shall be reviewed and signed by a Certified Industrial Hygienist (CIH)
13 who is certified in comprehensive practice by the American Board of Industrial Hygiene (ABIH).
14 Copies of all air monitoring or jobsite inspection reports made by or under the direction of the
15 CIH shall be furnished to the Engineer within 14 calendar days after the date of monitoring or
16 inspection.

17 **Construction Requirements:** The Contractor shall be responsible for the containment measures
18 required to provide and maintain a safe and healthful jobsite for the duration of the project in
19 accordance with all applicable laws and this Special Provision.

20 **Payment:** All costs to comply with this Special Provision for the Lead Health Protection laws
21 and regulations are the responsibility of the Contractor and shall be included in related items of
22 work.

23 1-07.2 STATE SALES TAXES

24 The following is inserted at the end of this section:

25 The work on this contract will be performed upon non-State lands. The Contractor shall pay
26 State sales tax in accordance with the provisions of Section 1-07.2(1) of the Standard
27 Specifications.

28 1-07.5(4)A FUGITIVE DUST
29 (NEW SECTION)

30 The Puget Sound Clean Air Agency and King County recognize that fugitive dust from
31 construction projects can become an air pollution problem; both organizations share the goal of
32 controlling fugitive dust emissions.

33 Fugitive Dust control planning represents a partnership between the County, the Contractor, its
34 subcontractors and any other parties whose activities during the project may lead to the
35 generation of fugitive dust. Such a partnership extends to legal responsibilities as well: all

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1 parties can be held liable for non-compliance and subsequent regulatory actions up to and,
2 including monetary liabilities.

3 The Contractor shall incorporate a Fugitive Dust Control Plan (FDCP) as part of its Temporary
4 Erosion and Sediment Control (TESC) Plan. The FDCP shall reflect conditions specific to the
5 project site, the Contractor's operations, and the schedule of work. At a minimum, the
6 Contractor shall develop FDCP in accordance with the Best Management Practices (BMPs)
7 identified in the Associated General Contractors of Washington Education Foundation and
8 Fugitive Dust Task Force pamphlet, "Guide To Handling Fugitive Dust From Construction
9 Projects."

10 1-07.5(5) ENVIRONMENTAL COMMITMENTS
11 (NEW SECTION)

12 The following provisions summarize the requirements, in addition to those required elsewhere in
13 the contract, imposed upon the Contracting Agency by the various documents referenced in the
14 Special Provision PERMITS AND LICENSES. Throughout the work, the Contractor shall
15 comply with the following requirements:

16 **General**

17 The Contractor shall ensure that the Project Manager representing the Prime Contractor and all
18 subcontractors has read and understands this Special Provision. Prior to commencing any work
19 on site, the Contractor shall provide the Engineer with a signed statement from the Project
20 Manager stating that the Project Manager has read, understands and will abide by the conditions
21 of this Special Provision.

22 **Water Quality**

23 The following restrictions and requirements pertain to work throughout the project limits:

24 The Contractor shall dispose of all creosoted timber, creosote piling and associated debris in
25 accordance with current federal, state, and local regulations and provisions, and following Best
26 Management Practices. Disposal shall be made in a landfill which meets the liner and leachate
27 standards of the Minimum Functional Standards, Chapter 173-304 WAC. The Contractor shall
28 provide receipts from the disposal facility to the Project Engineer. If the material is transported to
29 a transfer station, the Contractor shall obtain documentation indicating that final disposal will
30 comply with the standards referenced above.

31 The Hydraulic Project Approval (HPA) for this work contains several provisions requiring
32 specific measures to protect water quality, including (but not limited to) the following:

33 Removal of the existing structure shall be accomplished so the structure and associated
34 material does not enter the river.

35 The bridge deck shall be cleaned of aggregate or earth materials prior to bridge removal.
36 This material shall be disposed of so it will not enter the river.

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1 Containment booms and absorbent sausage booms (or other oil-absorbent fabric) shall be
2 placed around the perimeter of the work area to capture wood debris, oil, and other
3 materials released into marine waters as a result of construction activities. All
4 accumulated debris shall be collected and disposed upland at an approved disposal site.

5 Barges shall be restricted to tide elevations adequate to prevent grounding of the barge
6 and prop scour.

7 Whenever feasible, the barge location shall be fixed through the use of methods that do
8 not disturb contaminated sediments (e.g., mooring dolphins, docks, piers, upland
9 structures, anchoring in non-contaminated areas). Where these methods are not feasible,
10 non-articulated spuds may be used. Walking spuds are not permitted.

11 **Payment**

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

15 1-07.5(6) RECYCLED PAPER PRODUCTS
16 (NEW SECTION)

17 The Contractor shall use recycled paper for the production of all printed and photocopied
18 documents related to the fulfillment of this Contract. If the cost of recycled is more than fifteen
19 percent higher than the cost of non-recycled paper, the Contractor shall notify the County, who
20 may waive the recycled paper requirement.

21 The Contractor agrees to use both sides of paper sheets for copying and printing, and to use
22 recycled/recyclable products wherever practical.

23 1-07.5(7) CONCRETE GRINDING AND SAWCUTTING RESIDUE AND SLURRY
24 (NEW SECTION)

25 Construction and demolition activities that generate residue from asphalt concrete or Portland
26 cement concrete grinding or sawcutting shall be subject to the following:

27 Collection, Containment, and Disposal: Removal of residue and slurry from the immediate
28 roadway shall be done on a continuous basis. Residue and slurry shall not be allowed to drain
29 across traffic lanes and shoulders or drain into any stormwater conveyance system, including
30 catch basins, inlets, or ditches. Any discharge to surface waters, including wetlands, is a
31 violation of State water quality standards.

32 The Contractor shall develop a Collection, Containment, and Disposal Plan identifying how the
33 residue and slurry will be contained and collected. The residue and slurry shall become the
34 property of the Contractor and shall be disposed of by hauling to a Contractor-provided disposal
35 site.

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1 The approved Collection, Containment, and Disposal Plan shall be implemented prior to
2 commencing any pavement grinding or sawcutting operation.

3 On-Site Disposal: No on-site disposal shall be allowed for this contract.

4 Submittals: The Contractor shall submit the following items to the Engineer for review and
5 approval a minimum of 21 calendar days prior to commencing the grinding or sawcutting
6 operation:

7 1. Collection, Containment, and Disposal Plan (identifying all proposed methods to
8 prevent discharges into the existing drainage systems).

9 2. Location of all off-site disposal sites, including copies of all applicable permits and
10 approvals for the use of those sites.

11 Payment: All costs with developing the Collection, Containment, and Disposal Plan and
12 collecting, containing, loading, hauling, and disposing of pavement grinding and sawcutting
13 residue and slurry shall be included in the unit contract prices for the applicable items of work
14 and no additional compensation will be made.

15 **1-07.6 PERMITS AND LICENSES**

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

17 King County has obtained permits and approvals for construction of the South Park Bridge
18 Replacement project, of which the following are relevant to the bascule leaf removal activities
19 under this project:

20 Federal Permits and Approvals:

21 Federal Aviation Administration (FAA) 7460 Form (Notice of Proposed
22 Construction or Alteration)

23 Section 106 – Memorandum of Agreement (MOA)

24 ESA Section 7

25 U.S. Fish and Wildlife Service Biological Opinion and Incidental Take
26 Statement

27 National Marine Fisheries Service Biological Opinion and Incidental Take
28 Statement

29 Washington State Permits and Approvals:

30 Hydraulic Project Approval

31 Notification of Hazardous Waste Disposal: Form 2

32 King County Department of Development and Environmental Services Permits:

33 Shoreline Substantial Development Permit

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1 King County Landmarks Commission Approval

2 Certificate of Appropriateness

3 The Contractor shall comply with all provisions of the permits and approvals. All contacts with
4 permitting agencies concerning the permits and/or approvals shall be through the Engineer.

5 All other permits and licenses required for the construction of this project shall be obtained by
6 the Contractor. All permits and licenses shall be kept on-site during construction. The following
7 is a minimum list of Permits to be acquired by the Contractor:

8 Noise Variance for Night Time Construction

9 Asbestos Notice of Demolition (Puget Sound Clean Air Agency)

10 Demolition Permit

11 Drainage Discharge Permit (if required)

12 The Contractor shall furnish the Engineer with one copy of each permit issued for borrow,
13 filling, or wasting material required for or generated by the contract work. The Contractor shall
14 notify the Engineer in writing of the location of all borrow, filling, and waste sites regardless of
15 whether a permit is required.

16 All costs incurred by the Contractor in procuring permits and complying with stipulations in the
17 permits and approvals shall be incidental to and included in the various items of work in the
18 project; no additional compensation will be made.

19 1-07.6(1) **UNITED STATES COAST GUARD**
20 **(NEW SECTION)**

21 The Contractor shall comply with all United States Coast Guard requirements.

22 The Contractor shall contact the Coast Guard at least 2 weeks in advance of all work in or near
23 the navigable portion of the waterway and request that a Local Notice to Mariners be issued for
24 the waterway at this site.

25 The Contractor shall contact the Coast Guard for requirements related to the mooring of barges,
26 placement of log booms, and all other equipment that could be a hazard to waterway users.

27 Provisions shall be made for the removal, on 2 hours notice, of all equipment that would block or
28 partially block the navigable portion of the waterway, unless other arrangements have been
29 approved in writing by the Coast Guard and the Engineer.

30 The Coast Guard contact is:

31 Bridge Specialist

32 Aids to Navigation Branch

33 Thirteenth Coast Guard District

34 915 Second Avenue

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1 Seattle, WA 98174-1067
2 Telephone: (206) 220-7270

3 All costs incurred in contacting the Coast Guard and in complying with all the requirements
4 specified herein shall be included in the contract prices for the items of work involved.

5 All costs in connection with delays in the construction caused by the Contractor's failure to
6 contact the Coast Guard shall be at the Contractor's expense.

7 **1-07.9(1)A FEDERAL WAGE RATES**
8 **(NEW SECTION)**
9 **(May 11, 2010 WSDOT GSP)**

10 In reference to this Section 1-07.9(1), the Federal wage rates incorporated in this contract have
11 been established by the Secretary of Labor under United States Department of Labor General
12 Decision No. WA100001.

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

15 **1-07.10(1) EQUAL BENEFITS**
16 **(NEW SECTION)**

17 King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of
18 contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of
19 employee benefits between employees with spouses, and employees with domestic partners. The
20 successful Contractor, bidder or proposer shall be required to complete a Worksheet and
21 Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of
22 a contract. The EB Compliance forms and Ordinance 14823 are available online at:
23 www.kingcounty.gov/operations/procurement/Forms.aspx.

24 **1-07.11(1)B NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY (EEO)**
25 **(NEW SECTION)**

26 Nondiscrimination in Employment and Provision of Services. During the performance of this
27 Contract, neither the Contractor nor any party subcontracting under the authority of this Contract
28 shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality,
29 creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical
30 disability in the employment or application for employment or in the administration or delivery
31 of services or any other benefits under this Contract.

32 Nondiscrimination in Subcontracting Practices. During the solicitation, award and term of this
33 Contract, the Contractor shall not create barriers to open and fair opportunities to participate in
34 County contracts or to obtain or compete for contracts and subcontracts as sources of supplies,
35 equipment, construction and services. In considering offers from and doing business with
36 subcontractors and suppliers, the Contractor shall not discriminate against any person on the

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1 basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the
2 presence of any mental or physical disability in an otherwise qualified disabled person.

3 Compliance with Laws and Regulations. King County Code Chapters 4.19, 12.16, 12.17 and
4 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to
5 this Contract. The Contractor shall further comply fully with any affirmative action
6 requirements set forth in any federal regulations, statutes or rules included or referenced in the
7 contract documents.

8 Record-keeping Requirements and Site Visits. The County may, at any time, visit the Project
9 Site, Contractors' and subcontractors' offices to review records related to the solicitation,
10 utilization, and payment to subcontractors and suppliers in compliance with Executive Order
11 11246. This provision includes compliance with any other requirements of this Section. The
12 Contractor shall provide all reasonable assistance requested by King County during such visits.
13 The Contractor shall maintain, for at least 12 months after completion of all work under this
14 Contract, the following:

- 15 1. Records, including written quotes, bids, estimates or proposals submitted to the
16 Contractor by all businesses seeking to participate on this Contract, and any other
17 information necessary to document the actual use of and payment to
18 subcontractors and suppliers in this Contract, including employment records.
- 19 2. The Contractor shall make the foregoing records available to King County for
20 inspection and copying upon request. If this Contract involves federal funds, the
21 Contractor shall comply with all record keeping requirements set forth in any
22 federal rules; regulations or statutes included or referenced in the Contract
23 documents.

24 Assistance with the requirements of this Section and copies of Chapters 4.19, 12.16 and 12.18 is
25 available by contacting King County Business Development and Contract Compliance (BDCC)
26 Section at the address below. Please include the contract number in all correspondence.

27 King County Business Relations and Economic Development
28 Business Development and Contract Compliance Section
29 Mail Stop: YES-EX-0510
30 400 Yesler Way, Suite 510
31 Seattle, WA 98104
32 Phone: 206-205-0700, TTY Relay 711
33 Fax: 206-205-0719

34 Sanctions for Violations. Any violation of the requirements of the provisions of this Section
35 shall be a material breach of contract, which may result in termination of this Contract or such
36 other remedy as the County deems appropriate, including but not limited to damages or
37 withholding payment.

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1 1-07.11(1)C COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS
2 AMENDED AND THE AMERICAN WITH DISABILITIES ACT OF 1990
3 (NEW SECTION)

4 The Contractor shall complete and require subcontractors to complete a Disability Self-
5 Evaluation Questionnaire for all programs and services offered by the Contractor (including any
6 services not subject to this Contract) and shall evaluate its services, programs and employment
7 practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended
8 (“504”), and the Americans with Disabilities Act of 1990 (“ADA”).

9 1-07.11(2)C FEDERAL REQUIREMENT FOR AFFIRMATIVE ACTION
10 (NEW SECTION)
11 (March 6, 2000 WSDOT GSP)

12 Requirement For Affirmative Action to Ensure Equal Employment Opportunity (Executive Order
13 11246)

14 1. The Contractor’s attention is called to the Equal Opportunity Clause and the Standard
15 Federal Equal Employment Opportunity Construction Contract Specifications set forth
16 herein.

17 2. The goals and timetables for minority and female participation set by the Office of
18 Federal Contract Compliance Programs, expressed in percentage terms for the
19 Contractor’s aggregate work force in each construction craft and in each trade on all
20 construction work in the covered area, are as follows:

21 Women – Statewide

<u>Timetable</u>	<u>Goal</u>
Until further notice	6.9%

24 Minorities - by Standard Metropolitan Statistical Area (SMSA)

Spokane, WA:	
SMSA Counties:	
Spokane, WA	2.8
WA Spokane.	
Non-SMSA Counties	
WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln, WA Pend Oreille; WA Stevens; WA Whitman.	3.0
Richland, WA	
SMSA Counties:	
Richland Kennewick, WA	5.4
WA Benton; WA Franklin.	
Non-SMSA Counties	
WA Walla Walla.	3.6

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1	Yakima, WA:	
2	SMSA Counties:	
3	Yakima, WA	9.7
4	WA Yakima.	
5	Non-SMSA Counties	7.2
6	WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.	
7	Seattle, WA:	
8	SMSA Counties:	
9	Seattle Everett, WA	7.2
10	WA King; WA Snohomish.	
11	Tacoma, WA	6.2
12	WA Pierce.	
13	Non-SMSA Counties	6.1
14	WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap;	
15	WA Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA	
16	Thurston; WA Whatcom.	
17	Portland, OR:	
18	SMSA Counties:	
19	Portland, OR-WA	4.5
20	WA Clark.	
21	Non-SMSA Counties	3.8
22	WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.	

23 These goals are applicable to each nonexempt Contractor’s total on-site construction
24 workforce, regardless of whether or not part of that workforce is performing work on a
25 Federal, or federally assisted project, contract, or subcontract until further notice.
26 Compliance with these goals and time tables is enforced by the Office of Federal
27 Contract compliance Programs.

28 The Contractor’s compliance with the Executive Order and the regulations in 41 CFR
29 Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific
30 affirmative action obligations required by the specifications set forth in 41 CFR 60-
31 4.3(a), and its efforts to meet the goals. The hours of minority and female employment
32 and training must be substantially uniform throughout the length of the contract, in each
33 construction craft and in each trade, and the Contractor shall make a good faith effort to
34 employ minorities and women evenly on each of its projects. The transfer of minority or
35 female employees or trainees from Contractor to Contractor or from project to project for
36 the sole purpose of meeting the Contractor’s goal shall be a violation of the contract, the
37 Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals
38 will be measured against the total work hours performed.

39 3. The Contractor shall provide written notification to the Engineer within 10 working days
40 of award of any construction subcontract in excess of \$10,000 or more that are Federally

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1 funded, at any tier for construction work under the contract resulting from this
2 solicitation. The notification shall list the name, address and telephone number of the
3 subcontractor; employer identification number of the subcontractor; estimated dollar
4 amount of the subcontract; estimated starting and completion dates of the subcontract;
5 and the geographical area in which the contract is to be performed.

- 6 4. As used in this Notice, and in the contract resulting from this solicitation, the Covered
7 Area is as designated herein.

8 Standard Federal Equal Employment Opportunity Construction Contract Specifications
9 (Executive Order 11246)

- 10 1. As used in these specifications:

- 11 a. Covered Area means the geographical area described in the solicitation from
12 which this contract resulted;
- 13 b. Director means Director, Office of Federal Contract Compliance Programs,
14 United States Department of Labor, or any person to whom the Director delegates
15 authority;
- 16 c. Employer Identification Number means the Federal Social Security number used
17 on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department
18 Form 941;
- 19 d. Minority includes:
- 20 (1) Black, a person having origins in any of the Black Racial Groups of
21 Africa.
- 22 (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of
23 Mexican, Puerto Rican, Cuban, Central American, South American, or
24 other Spanish origin.
- 25 (3) Asian or Pacific Islander, a person having origins in any of the original
26 peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and
27 Samoa.
- 28 (4) American Indian or Alaskan Native, a person having origins in any of the
29 original peoples of North America, and who maintain cultural
30 identification through tribal affiliation or community recognition.

- 31 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the
32 work involving any construction trade, it shall physically include in each subcontract in
33 excess of \$10,000 the provisions of these specifications and the Notice which contains
34 the applicable goals for minority and female participation and which is set forth in the
35 solicitations from which this contract resulted.

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- 1 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan
2 approved by the U.S. Department of Labor in the covered area either individually or
3 through an association, its affirmative action obligations on all work in the Plan area
4 (including goals and timetables) shall be in accordance with that Plan for those trades
5 which have unions participating in the Plan. Contractors must be able to demonstrate
6 their participation in and compliance with the provisions of any such Hometown Plan.
7 Each Contractor or Subcontractor participating in an approved Plan is individually
8 required to comply with its obligations under the EEO clause, and to make a good faith
9 effort to achieve each goal under the Plan in each trade in which it has employees. The
10 overall good faith performance by other Contractors or Subcontractors toward a goal in
11 an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to
12 take good faith effort to achieve the Plan goals and timetables.
- 13 4. The Contractor shall implement the specific affirmative action standards provided in
14 paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation
15 from which this contract resulted are expressed as percentages of the total hours of
16 employment and training of minority and female utilization the Contractor should
17 reasonably be able to achieve in each construction trade in which it has employees in the
18 covered area. Covered construction contractors performing construction work in
19 geographical areas where they do not have a Federal or federally assisted construction
20 contract shall apply the minority and female goals established for the geographical area
21 where the work is being performed. The Contractor is expected to make substantially
22 uniform progress in meeting its goals in each craft during the period specified.
- 23 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union
24 with whom the Contractor has a collective bargaining agreement, to refer either
25 minorities or women shall excuse the Contractor's obligations under these specifications,
26 Executive Order 11246, or the regulations promulgated pursuant thereto.
- 27 6. In order for the nonworking training hours of apprentices and trainees to be counted in
28 meeting the goals, such apprentices and trainees must be employed by the Contractor
29 during the training period, and the Contractor must have made a commitment to employ
30 the apprentices and trainees at the completion of their training, subject to the availability
31 of employment opportunities. Trainees must be trained pursuant to training programs
32 approved by the U.S. Department of Labor.
- 33 7. The Contractor shall take specific affirmative actions to ensure equal employment
34 opportunity. The evaluation of the Contractor's compliance with these specifications
35 shall be based upon its effort to achieve maximum results from its action. The Contractor
36 shall document these efforts fully, and shall implement affirmative action steps at least as
37 extensive as the following:
- 38 a. Ensure and maintain a working environment free of harassment, intimidation, and
39 coercion at all sites, and in all facilities at which the Contractor's employees are

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1 assigned to work. The Contractor, where possible, will assign two or more
2 women to each construction project. The Contractor shall specifically ensure that
3 all foremen, superintendents, and other on-site supervisory personnel are aware of
4 and carry out the Contractor's obligation to maintain such a working environment,
5 with specific attention to minority or female individuals working at such sites or
6 in such facilities.

7 b. Establish and maintain a current list of minority and female recruitment sources,
8 provide written notification to minority and female recruitment sources and to
9 community organizations when the Contractor or its unions have employment
10 opportunities available, and maintain a record of the organizations' responses.

11 c. Maintain a current file of the names, addresses and telephone numbers of each
12 minority and female off-the-street applicant and minority or female referral from a
13 union, a recruitment source or community organization and of what action was
14 taken with respect to each such individual. If such individual was sent to the
15 union hiring hall for referral and was not referred back to the Contractor by the
16 union or, if referred, not employed by the Contractor, this shall be documented in
17 the file with the reason therefore, along with whatever additional actions the
18 Contractor may have taken.

19 d. Provide immediate written notification to the Director when the union or unions
20 with which the Contractor has a collective bargaining agreement has not referred
21 to the Contractor a minority person or woman sent by the Contractor, or when the
22 Contractor has other information that the union referral process has impeded the
23 Contractor's efforts to meet its obligations.

24 e. Develop on-the-job training opportunity and/or participate in training programs
25 for the area which expressly include minorities and women, including upgrading
26 programs and apprenticeship and trainee programs relevant to the Contractor's
27 employment needs, especially those programs funded or approved by the U.S.
28 Department of Labor. The Contractor shall provide notice of these programs to
29 the sources compiled under 7b above.

30 f. Disseminate the Contractor's EEO policy by providing notice of the policy to
31 unions and training programs and requesting their cooperation in assisting the
32 Contractor in meeting its EEO obligations; by including it in any policy manual
33 and collective bargaining agreement; by publicizing it in the company newspaper,
34 annual report, etc.; by specific review of the policy with all management
35 personnel and with all minority and female employees at least once a year; and by
36 posting the company EEO policy on bulletin boards accessible to all employees at
37 each location where construction work is performed.

38 g. Review, at least annually, the company's EEO policy and affirmative action
39 obligations under these specifications with all employees having any

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- 1 responsibility for hiring, assignment, layoff, termination or other employment
2 decisions including specific review of these items with on-site supervisory
3 personnel such as Superintendents, General Foremen, etc., prior to the initiation
4 of construction work at any job site. A written record shall be made and
5 maintained identifying the time and place of these meetings, persons attending,
6 subject matter discussed, and disposition of the subject matter.
- 7 h. Disseminate the Contractor's EEO policy externally by including it in any
8 advertising in the news media, specifically including minority and female news
9 media, and providing written notification to and discussing the Contractor's EEO
10 policy with other Contractors and Subcontractors with whom the Contractor does
11 or anticipates doing business.
- 12 i. Direct its recruitment efforts, both oral and written to minority, female and
13 community organizations, to schools with minority and female students and to
14 minority and female recruitment and training organizations serving the
15 Contractor's recruitment area and employment needs. Not later than one month
16 prior to the date for the acceptance of applications for apprenticeship or other
17 training by any recruitment source, the Contractor shall send written notification
18 to organizations such as the above, describing the openings, screening procedures,
19 and tests to be used in the selection process.
- 20 j. Encourage present minority and female employees to recruit other minority
21 persons and women and where reasonable, provide after school, summer and
22 vacation employment to minority and female youth both on the site and in other
23 areas of a Contractor's work force.
- 24 k. Validate all tests and other selection requirements where there is an obligation to
25 do so under 41 CFR Part 60-3.
- 26 l. Conduct, at least annually, an inventory and evaluation of all minority and female
27 personnel for promotional opportunities and encourage these employees to seek or
28 to prepare for, through appropriate training, etc., such opportunities.
- 29 m. Ensure that seniority practices, job classifications, work assignments and other
30 personnel practices, do not have a discriminatory effect by continually monitoring
31 all personnel and employment related activities to ensure that the EEO policy and
32 the Contractor's obligations under these specifications are being carried out.
- 33 n. Ensure that all facilities and company activities are non-segregated except that
34 separate or single-user toilet and necessary changing facilities shall be provided to
35 assure privacy between the sexes.
- 36 o. Document and maintain a record of all solicitations of offers for subcontracts
37 from minority and female construction contractors and suppliers, including

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- 1 circulation of solicitations to minority and female contractor associations and
2 other business associations.
- 3 p. Conduct a review, at least annually, of all supervisors' adherence to and
4 performance under the Contractor's EEO policies and affirmative action
5 obligations.
- 6 8. Contractors are encouraged to participate in voluntary associations which assist in
7 fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts
8 of a contractor association, joint contractor-union, contractor-community, or other similar
9 group of which the Contractor is a member and participant, may be asserted as fulfilling
10 any one or more of the obligations under 7a through 7p of this Special Provision provided
11 that the Contractor actively participates in the group, makes every effort to assure that the
12 group has a positive impact on the employment of minorities and women in the industry,
13 ensure that the concrete benefits of the program are reflected in the Contractor's minority
14 and female work-force participation, makes a good faith effort to meet its individual
15 goals and timetables, and can provide access to documentation which demonstrate the
16 effectiveness of actions taken on behalf of the Contractor. The obligation to comply,
17 however, is the Contractor's and failure of such a group to fulfill an obligation shall not
18 be a defense for the Contractor's noncompliance.
- 19 9. A single goal for minorities and a separate single goal for women have been established.
20 The Contractor, however, is required to provide equal employment opportunity and to
21 take affirmative action for all minority groups, both male and female, and all women,
22 both minority and non-minority. Consequently, the Contractor may be in violation of the
23 Executive Order if a particular group is employed in substantially disparate manner (for
24 example, even though the Contractor has achieved its goals for women generally, the
25 Contractor may be in violation of the Executive Order if a specific minority group of
26 women is underutilized).
- 27 10. The Contractor shall not use the goals and timetables or affirmative action standards to
28 discriminate against any person because of race, color, religion, sex, or national origin.
- 29 11. The Contractor shall not enter into any subcontract with any person or firm debarred from
30 Government contracts pursuant to Executive Order 11246.
- 31 12. The Contractor shall carry out such sanctions and penalties for violation of these
32 specifications and of the Equal Opportunity Clause, including suspensions, terminations
33 and cancellations of existing subcontracts as may be imposed or ordered pursuant to
34 Executive Order 11246, as amended, and its implementing regulations by the Office of
35 Federal Contract Compliance Programs. Any Contractor who fails to carry out such
36 sanctions and penalties shall be in violation of these specifications and Executive Order
37 11246, as amended.

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1 13. The Contractor, in fulfilling its obligations under these specifications, shall implement
2 specific affirmative action steps, at least as extensive as those standards prescribed in
3 paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts
4 to ensure equal employment opportunity. If the Contractor fails to comply with the
5 requirements of the Executive Order, the implementing regulations, or these
6 specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

7 14. The Contractor shall designate a responsible official to monitor all employment related
8 activity to ensure that the company EEO policy is being carried out, to submit reports
9 relating to the provisions hereof as may be required by the government and to keep
10 records. Records shall at least include, for each employee, their name, address, telephone
11 numbers, construction trade, union affiliation if any, employee identification number
12 when assigned, social security number, race, sex, status (e.g., mechanic, apprentice,
13 trainee, helper, or laborer), dates of changes in status, hours worked per week in the
14 indicated trade, rate of pay, and locations at which the work was performed. Records
15 shall be maintained in an easily understandable and retrievable form; however, to the
16 degree that existing records satisfy this requirement, the Contractors will not be required
17 to maintain separate records.

18 15. Nothing herein provided shall be construed as a limitation upon the application of other
19 laws which establish different standards of compliance or upon the application of
20 requirements for the hiring of local or other area residents (e.g., those under the Public
21 Works Employment Act of 1977 and the Community Development Block Grant
22 Program).

23 1-07.11(7) **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**
24 **(NEW SECTION)**
25 (January 4, 2010 WSDOT GSP)

26 The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR part 26 apply to this
27 contract. The requirements of this contract are to encourage DBE participation, supply a
28 bidder's list, and to report race neutral accomplishments quarterly as described in this Special
29 Provision. No preference will be included in the evaluation of bids/proposals, no minimum level
30 of DBE participation shall be required as a condition for receiving an award and bids/proposals
31 will not be rejected or considered non-responsive on that basis.

32 DBE Goals: DBE Goal fro this project is 5%.

33 Affirmative Efforts to Solicit DBE Participation: DBE firms shall have equal opportunity to
34 compete for and perform subcontracts which the Contractor enters into pursuant to this contract.
35 Contractors are encouraged to:

- 36 1. Advertise opportunities for Subcontractors or suppliers in a manner reasonably
37 designed to provide DBEs capable of performing the work with timely notice of such
38 opportunities. All advertisements should include a provision encouraging

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1 participation by DBE firms and may be done through general advertisements (e.g.,
2 newspapers, journals, etc.) or by soliciting bids/proposals directly from DBEs.

3 2. Utilize the services of available minority community-based organizations, minority
4 contractor groups, local minority assistance offices and organizations that provide
5 assistance in the recruitment and placement of DBEs and other small businesses.

6 In addition, The Office of Minority and Women’s Business Enterprises has two DBE
7 Supportive Services Offices available to assist you as follows:

8 Seattle: (206) 553-7356

9 Tacoma: (253) 680-7393

10 3. Establish delivery schedules, where requirements of the contract allow, that
11 encourage participation by DBEs and other small businesses.

12 4. Achieve attainment through joint ventures.

13 In the absence of a mandatory goal, all DBE participation that is attained on this project will be
14 considered as “race neutral” participation and will be reported as such.

15 DBE Eligibility (for reporting purposes only): DBEs utilized on the contract will be eligible to
16 be counted as race neutral participation only if the firm is identified as a DBE on the current list
17 of firms certified by the Office of Minority and Women's Business Enterprises (OMWBE.), the
18 DBE firm is certified in the corresponding NAICS code(s) for the type of work to be performed,
19 and the DBE firm performs a commercially useful function. A list of firms accepted as certified
20 by OMWBE, including the NAICS codes for which they are certified, is available from that
21 office and on line through their website (<http://www.omwbe.wa.gov/biznetwas/mainmenu.asp>) or
22 by telephone at (360) 704-1181

23 Counting DBE Participation for Reporting Race Neutral Accomplishments: When a DBE firm
24 participates in a contract, only the value of the work actually performed by the DBE will be
25 counted as race neutral participation.

26 1. Count the entire amount of the portion of the contract that is performed by the DBE’s
27 own forces. Include the cost of supplies and materials obtained by the DBE for the
28 work of the contract, including supplies purchased or equipment leased by the DBE
29 (except supplies and equipment the DBE Subcontractor purchases or leases from the
30 Prime Contractor or its affiliate, unless the Prime Contractor is also a DBE). Work
31 performed by a DBE, utilizing resources of the Prime Contractor or its affiliates will
32 not be counted as race neutral participation. In very rare situations, a DBE firm may
33 utilize equipment and/or personnel from a non-DBE firm other than the Prime
34 Contractor or its affiliates. Should this situation arise, the arrangement must be short-
35 term and have prior written approval from the Contracting Agency. The arrangement

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- 1 must not erode a DBE firm's ability to perform a Commercially Useful Function (see
2 discussion of CUF, below).
- 3 2. Count the entire amount of fees or commissions charged by a DBE firm for providing
4 a bona fide service, such as professional, technical, consultant, or managerial
5 services, or for providing bonds or insurance.
- 6 3. When a DBE subcontracts part of the work of its contract to another firm, the value of
7 the subcontracted work may be counted as race neutral participation only if the
8 DBE's lower tier Subcontractor is also a DBE. Work that a DBE subcontracts to a
9 non-DBE firm does not count as race neutral participation.
- 10 4. When a non-DBE subcontractor further subcontracts to a lower-tier subcontractor or
11 supplier who is a certified DBE, then that portion of the work further subcontracted
12 may be counted toward the DBE goal, so long as it is a distinct clearly defined
13 portion of the work of the subcontract that the DBE is performing with its own forces
14 in a commercially useful function.

15 DBE Prime Contractor: A DBE prime Contractor may only count the work performed with its
16 own forces and the work performed by DBE Subcontractors and DBE suppliers.

17 Joint Venture: When a DBE performs as a participant in a joint venture, only that portion of the
18 total dollar value of the contract equal to the distinct, clearly defined portion of the work that the
19 DBE performs with its own forces will count as race neutral participation.

20 Commercially Useful Function: Payments to a DBE firm will count as race neutral participation
21 only if the DBE is performing a commercially useful function on the contract.

- 22 1. A DBE performs a commercially useful function when it is responsible for execution
23 of the work of the contract and is carrying out its responsibilities by actually
24 performing, managing, and supervising the work involved. To perform a
25 commercially useful function, the DBE must also be responsible, with respect to
26 materials and supplies used on the contract, for negotiating price, determining quality
27 and quantity, ordering the material, installing (if applicable) and paying for the
28 material itself.
- 29 2. A DBE does not perform a commercially useful function if its role is limited to that of
30 an extra participant in a transaction, contract, or project through which funds are
31 passed in order to obtain the appearance of DBE participation.

32 Trucking: Use the following factors in determining whether a DBE trucking company is
33 performing a commercially useful function:

- 34 1. The DBE must be responsible for the management and supervision of the entire
35 trucking operation for which it is listed on a particular contract.

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- 1 2. The DBE must itself own and, with its own workforce, operate at least one fully
2 licensed, insured, and operational truck used on the contract.
- 3 3. The DBE receives credit only for the total value of the transportation services it
4 provides on the contract using trucks it owns or leases, licenses, insures, and operates
5 with drivers it employs.
- 6 4. For purposes of this paragraph a lease must indicate that the DBE has exclusive use
7 of and control over the truck. This does not preclude the leased truck from working
8 for others during the term of the lease with the consent of the DBE, so long as the
9 lease gives the DBE absolute priority for use of the leased truck. Leased trucks must
10 display the name and identification number of the DBE.
- 11 5. The DBE may lease trucks from another DBE firm, including an owner-operator who
12 is certified as a DBE. The DBE who leases the trucks from another DBE may report
13 race neutral participation for the total value of the transportation services the lessee
14 DBE provides on the contract.
- 15 6. The DBE may also lease trucks from a non-DBE firm and may enter an agreement
16 with an owner-operator who is a non-DBE. The DBE who leases trucks from a non-
17 DBE or employs a non-DBE owner-operator is entitled to count as race neutral
18 participation only the fee or commission it receives as a result of the lease
19 arrangement. The DBE may not count the total value of the transportation services
20 provided by the lessee, since these services are not provided by a DBE
- 21 7. In any lease or owner-operator situation, as described in paragraphs 5 & 6 above, the
22 following rules shall apply:
- 23 • A written lease/rental agreement on all trucks leased or rented, showing the true
24 ownership and the terms of the rental must be submitted and approved by the
25 Contracting Agency prior to the beginning of the work. The agreement must
26 show the lessor's name, trucks to be leased, and agreed upon amount or method of
27 payment (hour, ton, or per load). All lease agreements shall be for a long-term
28 relationship, rather than for the individual project. Does not apply to owner-
29 operator arrangements
- 30 • Only the vehicle (not the operator) is leased or rented. Does not apply to owner-
31 operator arrangements.
- 32 8. In order for payments to be counted as race neutral participation, DBE trucking firms
33 must be covered by a subcontract or a written agreement approved by WSDOT prior
34 to performing their portion of the work.

35 Expenditures Paid to Other DBEs: Expenditures paid to other DBEs for materials or supplies
36 may be counted toward race neutral participation as provided in the following:

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1 *Manufacturer:* If the materials or supplies are obtained from a DBE manufacturer, count
2 100 percent of the cost of the materials or supplies toward race neutral participation.

3 Definition: To be a manufacturer, the firm operates or maintains a factory or
4 establishment that produces, on the premises, the materials, supplies, articles, or
5 equipment required under the contract and of the general character described by the
6 specifications.

7 In order to receive credit as a DBE manufacturer, the firm must have received an “on-
8 site” review and been approved by WSDOT-OEO to operate as a DBE Manufacturing
9 firm. To schedule a review, the manufacturing firm must submit a written request to
10 WSDOT-OEO and may not receive race neutral credit until the completion of the review.
11 Once a firm’s manufacturing process has been approved in writing, it is not necessary to
12 resubmit the firm for approval unless the manufacturing process has substantially
13 changed. Information on approved manufacturers may be obtained from WSDOT-OEO.

14 *Regular Dealer:* If the materials or supplies are purchased from a DBE regular dealer, 60
15 percent of the cost of the materials or supplies will count toward race neutral
16 participation.

17 Definition:

- 18 a) To be a regular dealer, the firm must own, operate, or maintain a store,
19 warehouse, or other establishment in which the materials, supplies, articles, or
20 equipment of the general character described by the specifications and
21 required under the contract are bought, kept in stock, and regularly sold or
22 leased to the public in the usual course of business. It must also be an
23 established, regular business that engages, as its principle business and under
24 its own name, in the purchase and sale or lease of the products in question.
- 25 b) A person may be a regular dealer in such bulk items as petroleum products,
26 steel, cement, gravel, stone, or asphalt without owning, operating, or
27 maintaining a place of business, as provided elsewhere in this specification, if
28 the person both owns and operates distribution equipment for the products.
29 Any supplementing of regular dealers’ own distribution equipment shall be by
30 a long-term lease agreement and not on an ad hoc or contract-by-contract
31 basis.
- 32 c) Packagers, brokers, manufacturers’ representatives, or other persons who
33 arrange or expedite transactions are not regular dealers.

34 Regular dealer status is granted on a contract-by-contract basis. To obtain regular dealer
35 status, a formal written request must be made by the interested supplier (potential regular
36 dealer) to WSDOT-OEO. Included in the request shall be a full description of the project,
37 type of business operated by the DBE, and the manner the DBE will operate as a regular

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1 dealer on the specific contract. Rules applicable to regular dealer status are contained in
2 49 CFR Part 26.55.e.2. Once the request is reviewed by WSDOT-OEO, the DBE
3 supplier requesting it will be notified in writing whether regular dealer status was
4 approved.

5 *Materials or Supplies Purchased from a DBE:* With respect to materials or supplies
6 purchased from a DBE who is neither a manufacturer nor a regular dealer, the entire
7 amount of fees or commissions charged for assistance in the procurement of the materials
8 and supplies, or fees or transportation charges for the delivery of materials or supplies
9 required on a job site may be counted as race neutral participation. No part of the cost of
10 the materials and supplies themselves may be applied as race neutral participation.

11 Procedures Between Award and Execution: After award of the contract, the successful bidder
12 shall provide the additional information described below. A failure to comply shall result in the
13 forfeiture of the bidder's proposal bond or deposit.

14 A list of all firms who submitted a bid or quote in an attempt to participate in this project whether
15 they were successful or not. Include the correct business name, federal employer identification
16 number (optional), and a mailing address.

17 The firms identified by the Contractor may be contacted to solicit general information as follows:

- 18 1. age of the firm
- 19 2. average of its gross annual receipts over the past three years

20 Procedures After Execution: The Contractor shall submit a "Quarterly Report of Amounts
21 Credited as DBE Participation" (actual payments) on a quarterly basis for any calendar quarter in
22 which DBE work is accomplished or upon completion of the project, as appropriate. The
23 quarterly reports are due on January 20th, April 20th, July 20th, and October 20th of each year. The
24 dollars reported will be in accordance with the "Counting DBE Participation for Reporting Race
25 Neutral Participation" section of this specification.

26 In the event that the payments to a DBE have been made by an entity other than the Prime
27 Contractor (as in the case of a lower-tier subcontractor or supplier), then the Prime Contractor
28 shall obtain the quarterly report, including the signed affidavit, from the paying entity and submit
29 the report to the Contracting Agency.

30 Payment: Compensation for all costs involved with complying with the conditions of this
31 specification and any associated DBE requirements is included in payment for the associated
32 contract items of work.

33 1-07.11(8) SPECIAL TRAINING PROVISIONS
34 (NEW SECTION)

35 **General Requirements**

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1 The Contractor's equal employment opportunity, affirmative action program shall include the
2 requirements set forth below. The Contractor shall provide on-the-job training aimed at
3 developing trainees to journeyman status in the trades involved. The number of training hours
4 shall be 600. The training program shall assign a minimum of 200 hours per trainee. The
5 Contractor may elect to accomplish training as part of the work of a subcontractor, however, the
6 Prime Contractor shall retain the responsibility for complying with these Special Provisions. The
7 Contractor shall also ensure that this training provision is made applicable to any subcontract that
8 includes training.

9 **Trainee Approval**

10 The Federal government requires Contracting Agencies to include these training provisions as a
11 condition attached to the receipt of Federal highway funding. The Federal government has
12 determined that the training and promotion of members of certain minority groups and women is
13 a primary objective of this training provision. The Contractor shall make every effort to enroll
14 minority groups and women trainees to the extent such persons are available within a reasonable
15 recruitment area. This training provision is not intended and shall not be used to discriminate
16 against any applicant for training, whether that person is a minority, woman or otherwise. A non-
17 minority male trainee or apprentice may be approved provided the following requirements are
18 met:

- 19 1. the Contractor is otherwise in compliance with the contract's Equal Employment
20 Opportunity and On-the-Job Training requirements and provides documentation of the
21 efforts taken to fill the specific training position with either minorities or females
- 22 2. or, if not otherwise in compliance, furnishes evidence of his/her systematic and direct
23 recruitment efforts in regard to the position in question and in promoting the enrollment
24 and/or employment of minorities and females in the craft which the proposed trainee is to
25 be trained
- 26 3. and the Contractor has made a good faith effort towards recruiting of minorities and
27 women. As a minimum this good faith effort shall consist of the following:
 - 28 • Distribution of written notices of available employment opportunities with the
29 Contractor and enrollment opportunities with its unions. Distribution should
30 include but not be limited to; minority and female recruitment sources and
31 minority and female community organizations;
 - 32 • Records documenting the Contractor's efforts and the outcome of those efforts, to
33 employ minority and female applicants and/or refer them to unions;
 - 34 • Records reflecting the Contractor's efforts in participating in developing minority
35 and female on-the-job training opportunities, including upgrading programs and
36 apprenticeship opportunities;

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- 1 • Distribution of written notices to unions and training programs disseminating the
2 Contractor’s EEO policy and requesting cooperation in achieving EEO and OJT
3 obligations.

4 No employee shall be employed as a trainee in any classification in which the employee has
5 successfully completed a training course leading to journeyman status or in which the employee
6 has been employed as a journeyman. The Contractor’s records shall document the methods for
7 determining the trainee’s status and findings in each case. When feasible, 25 percent of
8 apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

9 For the purpose of this specification, acceptable training programs are those employing
10 trainees/apprentices registered with the following:

- 11 1. Washington State Department of Labor & Industries — State Apprenticeship Training
12 Council (SATC) approved apprenticeship agreement:
 - 13 a. Pursuant to RCW 49.04.060, an apprenticeship agreement shall be;
 - 14 i. an individual written agreement between an employer and apprentice
 - 15 ii. a written agreement between (an employer or an association of employers)
16 and an organization of employees describing conditions of employment for
17 apprentices
 - 18 iii. a written statement describing conditions of employment for apprentices in a
19 plant where there is no bona fide employee organization.

20 All such agreements shall conform to the basic standards and other provisions of
21 RCW Chapter 49.

- 22 2. Apprentices must be registered with U.S. Department of Labor — Bureau of
23 Apprenticeship Training (BAT) approved program.

24 Or

- 25 3. Trainees participating in a non-BAT/SATC program, which has been approved by the
26 Contracting Agency for the specific project.

- 27 4. For assistance in locating trainee candidates, the Contractor may call WSDOT's OJT
28 Support Services Technical Advisor at (360) 705-7088, (206) 587-4954 or toll free at
29 1-866-252-2680.

30 **Obligation to Provide Information**

31 Upon starting a new trainee, the Contractor shall furnish the trainee a copy of the approved
32 program the Contractor will follow in providing the training. Upon completion of the training,

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1 the Contractor shall provide the Contracting Agency with a certification showing the type and
2 length of training satisfactorily completed by each trainee.

3 **Training Program Approval**

4 The Training Program shall meet the following requirements:

- 5 1. The Training Program (WSDOT Form 272-049) must be submitted to the Engineer
6 for approval prior to commencing contract work and shall be resubmitted when
7 modifications to the program occur.
- 8 2. The minimum length and type of training for each classification will be as established
9 in the training program as approved by the Contracting Agency.
- 10 3. The Training Program shall contain the trades proposed for training, the number of
11 trainees, the hours assigned to the trade and the estimated beginning work date for
12 each trainee.
- 13 4. Unless otherwise specified, Training Programs will be approved if the proposed
14 number of training hours equals the training hours required by contract and the
15 training program assigns a minimum of 200 hours per trainee.
- 16 5. After approval of the training program, information concerning each individual
17 trainee and good faith effort documentation shall be submitted on (WSDOT Form
18 272-050.)
- 19 6. In King County, laborer trainees or apprentices will not be approved on contracts
20 containing less than 1000 training hours as specified in this Section. In King County,
21 no more than twenty percent (20%) of hours proposed for trainees or apprentices shall
22 be in the laborer classification when the contract contains 1000 or more hours of
23 training as specified in this Section. The training program shall assign a minimum of
24 200 hours per trainee.
- 25 7. Flagging programs will not be approved. Other programs that include flagging
26 training will only be approved if the flagging portion is limited to an orientation of
27 not more than 20 hours.
- 28 8. It is the intention of these provisions that training is to be provided in the construction
29 crafts rather than clerk-typists or secretarial-type positions. Training is permissible in
30 lower level management positions such as office engineers, estimators, timekeepers,
31 etc., where the training is oriented toward construction applications. Some off-site
32 training is permissible as long as the training is an integral part of an approved
33 training program.
- 34 9. It is normally expected that a trainee will begin training on the project as soon as
35 feasible after start of work, utilizing the skill involved and remain on the project as

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1 long as training opportunities exist in the work classification or upon completion of
2 the training program. It is not required that all trainees be on board for the entire
3 length of the contract. The number trained shall be determined on the basis of the
4 total number enrolled on the contract for a significant period.

5 10. Wage Progressions: Trainees will be paid at least the applicable ratios or wage
6 progressions shown in the apprenticeship standards published by the Washington
7 State Department of Labor and Industries. In the event that no training program has
8 been established by the Department of Labor and Industries, the trainee shall be paid
9 in accordance with the provisions of RCW 39.12.021 which reads as follows:

10 Apprentice workmen employed upon public works projects for whom an
11 apprenticeship agreement has been registered and approved with the State
12 Apprenticeship Council pursuant to RCW 49.04, must be paid at least the
13 prevailing hourly rate for an apprentice of that trade. Any workman for whom an
14 apprenticeship agreement has not been registered and approved by the State
15 Apprenticeship Council shall be considered to be a fully qualified journeyman,
16 and, therefore, shall be paid at the prevailing hourly rate for journeymen.

17 **Compliance**

18 In the event that the Contractor is unable to accomplish the required training hours but can
19 demonstrate a good faith effort to meet the requirements as specified, then the Contracting
20 Agency will adjust the training goals accordingly.

21 **Requirements for Non BAT/SATC Approved Training Programs**

22 Contractors who are not affiliated with a program approved by BAT or SATC may have their
23 training program approved provided that the program is submitted for approval on WSDOT
24 Form 272-049, and the following standards are addressed and incorporated in the Contractor's
25 program:

- 26 • The program establishes minimum qualifications for persons entering the training
27 program.
- 28 • The program shall outline the work processes in which the trainee will receive
29 supervised work experience and training on-the-job and the allocation of the
30 approximate time to be spent in each major process. The program shall include the
31 method for recording and reporting the training completed shall be stated.
- 32 • The program shall include a numeric ratio of trainees to journeymen consistent with
33 proper supervision, training, safety, and continuity of employment. The ratio
34 language shall be specific and clear as to application in terms of job site and
35 workforce during normal operations (normally considered to fall between 1:10 and
36 1:4).

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- 1 • The terms of training shall be stated in hours. The number of hours required for
2 completion to journeyman status shall be comparable to the apprenticeship hours
3 established for that craft by the SATC. The following are examples of programs that
4 are currently approved:

5	CRAFT	HOURS
6	Laborer	4,000
7	Ironworker	6,000
8	Carpenter	5,200-8,000
9	Construction Electrician	8,000
10	Operating Engineer	6,000-8,000
11	Cement Mason	5,400
12	Teamster	2,100

- 13 • The method to be used for recording and reporting the training completed shall be
14 stated.
- 15 • A numeric ratio of trainees to journeymen shall be established. It shall be
16 consistent with proper supervision, training, safety and continuity of employment.
17 The ratio language shall be specific and clear as to application in terms of job site
18 and workforce during normal operations.

19 **Measurement**

20 The Contractor may request that the total number of “training” hours for the contract be
21 increased subject to approval by the Contracting Agency. This reimbursement will be made even
22 though the Contractor receives additional training program funds from other sources, provided
23 such other sources do not prohibit other reimbursement. Reimbursement to the Contractor for
24 off-site training as indicated previously may only be made when the Contractor does one or more
25 of the following and the trainees are concurrently employed on a Federal-aid project:

- 26 • contributes to the cost of the training,
27 • provides the instruction to the trainee,
28 • pays the trainee’s wages during the off- site training period.

29 Reimbursement will be made upon receipt of a certified invoice that shows the related payroll
30 number, the name of trainee, total hours trained under the program, previously paid hours under
31 the contract, hours due this estimate, and dollar amount due this estimate. The certified invoice
32 shall show a statement indicating the Contractor’s effort to enroll minorities and women when a

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1 new enrollment occurs. If a trainee is participating in a SATC/BAT approved apprenticeship
2 program, a copy of the certificate showing apprenticeship registration must accompany the first
3 invoice on which the individual appears. Reimbursement for training occurring prior to approval
4 of the training program will be allowed if the Contractor verbally notifies the Engineer of this
5 occurrence at the time the apprentice/trainee commences work. A trainee/apprentice, regardless
6 of craft, must have worked on the contract for at least 20 hours to be eligible for reimbursement.

7 **Payment**

8 The Contractor will be reimbursed under the item “Training” per hour for each hour of training
9 for each employee.

10 1-07.12 FEDERAL AGENCY INSPECTION
11 (March 13, 1995 WSDOT GSP)

12 The following is added at the end of this section:

13 **Required Federal Aid Provisions**

14 The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273) and the
15 amendments thereto supersede any conflicting provisions of the Standard Specifications and are
16 made a part of this contract; provided, however, that if any of the provisions of FHWA 1273, as
17 amended, are less restrictive than Washington State Law, then the Washington State Law shall
18 prevail.

19 The provisions of FHWA 1273, as amended, included in this contract require that the Contractor
20 insert the FHWA 1273 and amendments thereto in each subcontract, together with the wage rates
21 which are part of the FHWA 1273, as amended. Also, a clause shall be included in each
22 subcontract requiring the subcontractors to insert the FHWA 1273 and amendments thereto in
23 any lower tier subcontracts, together with the wage rates. The Contractor shall also ensure that
24 this section, REQUIRED FEDERAL AID PROVISIONS, is inserted in each subcontract for
25 subcontractors and lower tier subcontractors. For this purpose, upon request to the Project
26 Engineer, the Contractor will be provided with extra copies of the FHWA 1273, the amendments
27 thereto, the applicable wage rates, and this Special Provision.

28 1-07.14 RESPONSIBILITY FOR DAMAGE

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

30 The Contractor shall protect, defend, indemnify, and save harmless the County, its officers,
31 officials, employees, and agents, from any and all claims, demands, suits, penalties, losses,
32 damages, judgments, or costs of any kind whatsoever (hereinafter “claims”), arising out of or in
33 any way resulting from the Contractor’s officers, employees, agents, and/or subcontractors of all
34 tiers, acts or omissions, performance or failure to perform this Contract, to the maximum extent
35 permitted by law or as defined by RCW 4.24.115, now enacted or as hereinafter amended.

36 The Contractor’s obligations under this section shall include, but not be limited to

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- 1 2. All liquid products shall be stored and mixed on impervious surfaces in a secure
- 2 water tight environment and provide containment to handle the maximum volume of
- 3 liquid products on site at any given time.
- 4 3. Proper security shall be maintained to prevent vandalism.
- 5 4. Drip pans or other protective devices shall be required for all transfer operations.

6 **Spills**

7 Paint and solvent spills shall be treated as oil spills and shall be prevented from reaching

8 storm drains or other discharges. No cleaning solvents or chemicals used for tool or

9 equipment cleaning may be discharged to the ground or water.

10 **Maintenance of Equipment**

11 Fuel hoses, oil drums, oil or fuel transfer valves and fittings, etc, shall be checked

12 regularly for drips or leaks and shall be maintained and stored properly to prevent spills

13 into State waters.

14 **Disposal**

15 Spilled waste, chemicals or petroleum products shall be transported off site for disposal at

16 a facility approved by the Department of Ecology. The materials shall not be discharged

17 to any sanitary sewer without the approval of the local sewer authority.

18 **Reporting and Cleanup**

19 The Contractor’s designated person for managing and implementing the SPCC Plan shall

20 report hazardous material spills as follows:

21 Spills into State water (including ponds, ditches, seasonally dry streams, and

22 wetlands) – Immediately call all of the following:

National Response Center	1-800-424-8802
WA State Div. of Emergency Management (24 hr)	1-800-258-5990
Ecology Northwest Regional Office	1-425-649-7000

23 Spill to Soil (including encounters of re-existing contamination):

Ecology Northwest Regional Office	1-425-649-7000
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24 Report immediately if threatening to health or environment (i.e.,

25 explosive, flammable, toxic vapors, shallow groundwater, nearby creek)

26 otherwise within 90 days.

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1 1-07.17 UTILITIES AND SIMILAR FACILITIES
2 (April 2, 2007 WSDOT GSP)

3 The following is inserted at the end of this section:

4 Locations and dimensions shown in the Plans for existing facilities are in accordance with
5 available information obtained without uncovering, measuring or other verification. The
6 Contractor shall attend a mandatory utility pre-construction meeting with the Engineer, all
7 affected subcontractors, and all utility owners and their contractors prior to beginning onsite
8 work.

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

Seattle City Light
3613 Fourth Avenue South
SSC Building A-214
Seattle, WA 98134

Attn: Percy Schlimm

Tel: 206-386-4246

E-mail: Percy.Schlimm@seattle.gov

Comcast
4020 Auburn Way N
Auburn, WA 98002

Attn: Gary Cook

Tel: 206-510-1337

E-mail: Gary_Cook@cable.comcast.com

Qwest
23315 – 66th Ave S
Kent, WA 98032

Attn: Herb Sumner

Tel: 206-345-4475

E-mail: Herb.Sumner@qwest.com

The Boeing Company
800 North 6th Street
M/S 9U-LW

Seattle Public Utilities
Seattle Municipal Tower
700 Fifth Avenue, Suite 4900
Seattle, WA 98124

Attn: Richard Smith

Tel: (206) 684-5012

E-mail: Richard.Smith@seattle.gov

Puget Sound Energy
PO Box 90868
Bellevue, WA 98009

Attn: Kathy Johnson

Tel: 425-462-3381

Cell: 206-240-2482

E-mail: Kathy.Johnson@pse.com

The Boeing Company
P.O. Box 3707
M/C 67-12
Seattle, WA 98124

Attn: Chuck Waller

Tel: 206-713-2586

E-mail: Chuck.Waller@boeing.com

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Renton, WA 98055

Attn: Barbara Holden

Tel: 206-714-7420

E-mail: Barbara.Holden@boeing.com

1 **1-07.18 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

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

3 Prior to the execution of the contract, the Contractor shall provide to the County Certificates of
4 Insurance and Endorsements acceptable to the County meeting the requirements of the Contract
5 (specific insurance coverage limits are set forth below). Coverage shall be maintained without
6 interruption from the commencement of the Contractor's Work until Final Acceptance, or for such
7 longer time as required by the Contract. Each policy obtained by Contractor shall be endorsed to
8 provide the County with 45 days notice of material changes to or cancellation of such policy.

9 If the scope of Work is significantly expanded, or if the aggregate limits on any of the Contractor's
10 policies are eroded, the County may require Contractor to obtain additional coverage or reinstate
11 eroded coverage. If the need for additional coverage is due to the fault of the Contractor or any of its
12 Subcontractors, the Contractor shall be responsible for the cost of such additional coverage or any of
13 its Subcontractors coverage. The Contractor shall provide proof of additional insurance required
14 because of changed Work (Change Orders).

15 If the Contractor is required to correct damaged, defective or incomplete Work after Final
16 Acceptance, it shall obtain at its own expense such insurance coverage as is required by the Contract,
17 for the construction period. Such coverage shall be maintained throughout the period in which
18 corrective work is performed.

19 Review of Contractor's insurance by County shall not relieve or decrease the duty of the Contractor
20 to comply with the requirements of the Contract Documents.

21 Nothing contained within these provisions shall affect and/or alter the application of any other
22 provision within this agreement.

23 **WAIVER OF SUBROGATION.**

24 The Contractor waives all rights against the County, County's consultants, or any separate
25 contractors, and their agents and employees, for damages caused by fire or other perils to the
26 extent such damage cost is actually paid by property insurance applicable to the Work. The
27 Contractor shall require similar waivers from all Subcontractors. This provision shall be valid and
28 enforceable only to the extent permissible by the applicable property insurance policies.

29 **EVIDENCE OF INSURANCE.**

30 The Contractor shall furnish the County with Certificates of Insurance and endorsements
31 required by this Contract. All evidences of insurance must be certified by a properly authorized

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1 officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name
2 of the insured, the type and amount of insurance, the location and operations to which the insurance
3 applies, the expiration date of the policy. The Contractor shall, upon demand of King County, make
4 available to King County, in King County, certified copies of all such policies of insurance required
5 in this Contract. Failure to provide such policies of insurance within a time acceptable to King
6 County shall entitle King County to suspend or terminate the Contractor's work hereunder.
7 Suspension or termination of this Contract shall not relieve the Contractor from its insurance
8 obligation hereunder.

9 All subcontractors shall be required to include the County and Contractor as additional insureds on
10 all Liability policies except Workers' Compensation and Professional Liability Errors and Omissions.

11 **MINIMUM SCOPE AND LIMITS OF INSURANCE.**

12 The Contractor shall obtain and maintain the minimum insurance set forth below. By requiring
13 such minimum insurance, King County shall not be deemed or construed to have assessed the risks
14 that may be applicable to the Contractor under this Contract. The Contractor shall assess its own
15 risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
16 Each insurance policy shall be written on an "occurrence" form; excepting that insurance for
17 professional liability, errors and omissions when required, may be acceptable on a "claims made"
18 form. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants
19 continuation of coverage, either through policy renewals or the purchase of an extended discovery
20 period, if such extended coverage is available, for not less than three years from the date of
21 completion of the work which is the subject of this Contract Insurance coverage shall be at least as
22 broad as stated below and with limits no less than:

23 **General Liability.** Coverage shall be at least as broad as Insurance Services Office form number
24 CG 00 01 covering **COMMERCIAL GENERAL LIABILITY**. \$1,000,000 combined single limit
25 per occurrence, and for those policies with aggregate limits, a \$2,000,000 aggregate limit,
26 including products and completed operations.

27 **Explosion & Collapse, Underground Damage (XCU).** Coverages shall apply for the same limits
28 as the General Liability. Evidence of Insurance must specifically state coverage has not been
29 excluded.

30 **Automobile Liability.** Coverage shall be at least as broad as Insurance Services Office form
31 number CA 00 01 covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the
32 combination of symbols 2, 8, and 9. \$1,000,000 combined single limit per accident. If the work
33 involves the transport of pollutants (as defined by the standard auto policy exclusion of pollution) the
34 auto policy shall be endorsed to include endorsement CA 9948 (or its equivalent) and MCS 90.

35 **Workers' Compensation. Statutory requirements of the State of residency.** Coverage shall be at
36 least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the
37 State of Washington, as well as any similar coverage required for this work by applicable Federal or
38 "other States" State Law.

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1 **Employer’s Liability or “Stop Gap”.** Coverage shall be at least as broad as the protection provided
2 by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic
3 state funds, the protection provided by the “Stop Gap” endorsement to the general liability policy.

4 **Contractor’s Pollution Liability.** Contractor’s Pollution Liability coverage in the amount of
5 \$1,000,000 per occurrence and in the aggregate to cover sudden and non-sudden bodily and/or
6 property damage to include the destruction of tangible property, loss of use, cleanup costs and the
7 loss of use of tangible property that has not been physically injured or destroyed.. Coverage shall
8 include Marine Environmental Impairment/Natural Resource damage coverage for a limit no less
9 than total policy limit. If Asbestos, Lead or PCB’s are a potential exposure, such insurance shall not
10 exclude pollution arising out of Asbestos, Lead and/or PCB operations. Evidence of Insurance must
11 specifically state that coverage is included.

12 **U.S. Longshoreman and Harbor Workers’ coverage.** This contract involves work on or
13 adjacent to navigable water, as defined by the U.S. Department of Labor. This contract requires
14 proof of insurance coverage in compliance with the statutory requirements of **Longshoreman**
15 **and Harbor Workers’ Compensation Act** (administered by the U.S. Department of Labor).

16 **Protection & Indemnity (to include Jones Act).** This contract involves marine activities, or
17 work from a boat, vessel, or floating platform, Contractor shall provide Protection & Indemnity
18 coverage including injury to crew (Jones Act) and passengers; Protection & Indemnity, SP 38 or
19 SP 23 for \$1,000,000 combined single limit per occurrence, and for those policies with aggregate
20 limits, a \$1,000,000 aggregate limit.

21 **Pollution Liability (OPA, CERCLA).** \$1,000,000 and statutory limits of liability as applicable.
22 Whenever performance of this contract involves marine activities or work from boat, vessel or
23 floating platform, Contractor shall provide Pollution insurance to satisfy U.S. Coast Guard
24 requirements as respects the Federal Oil Pollution Act of 1990 and the Comprehensive
25 Environmental Response, Compensation and Liability Act of 1980 as amended

26 **DEDUCTIBLE/SELF-INSURED RETENTIONS.**

27 Any deductibles or self-insured retention’s must be declared to, and approved by, the County.
28 The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor’s
29 liability to the County and shall be the sole responsibility of the Contractor.

30 **OTHER INSURANCE PROVISIONS.**

31 The insurance policies required in this Contract are to contain and be endorsed to contain the
32 following provisions:

33 With respect to all Liability Policies except Professional Liability and Workers Compensation:

34 The County, its officers, officials, employees, agents and consultants are to be covered as
35 additional insureds as respects liability arising out of activities performed by or on behalf of
36 the Contractor in connection with this Contract.

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1 The Contractor's insurance coverage shall be primary insurance as respects the County,
2 its officers, officials, employees, agents, and consultants. Any insurance and/or self-
3 insurance maintained by the County, its officers, officials, employees, agents and consultants
4 shall not contribute with the Contractor's insurance or benefit the Contractor in any way.

5 The Contractor's insurance shall apply separately to each insured against whom a claim is
6 made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

7 A Per Project Aggregate shall apply to the General Liability policy.

8 For Protection and Indemnity Insurance the Contractor shall waive all rights of subrogation
9 against the County and provide additional insured status to the County.

10 **ACCEPTABILITY OF INSURERS.**

11 Unless otherwise approved by the County:

12 Insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated
13 with Best's, with minimum surpluses the equivalent of Best's surplus size VIII.

14 Professional Liability, Errors and Omissions insurance may be placed with insurers with a Best's
15 rating of B+; VII.

16 If at any time the foregoing required policies shall fail to meet the above minimum requirements,
17 the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy,
18 and shall submit the same to the County, with the appropriate certificates and endorsements, for
19 approval.

20 **SUBCONTRACTORS.**

21 The Contractor shall include all subcontractors as insured under its policies, or shall furnish separate
22 certificates of insurance and policy endorsements from each subcontractor. Insurance coverages
23 provided by subcontractors, as evidence of compliance with the insurance requirements of this
24 Contract shall be subject to all of the requirements stated herein.

25 1-07.23 **PUBLIC CONVENIENCE AND SAFETY**

26 The following is inserted at the end of this section:

27 The Contractor shall be responsible to notify, in writing, local fire, school, law enforcement
28 authorities, Metro Transit or other affected persons as directed by the Engineer, not less than five (5)
29 working days prior to construction operations that will deviate and/or delay traffic from the existing
30 traffic pattern, so that these agencies may reroute emergency vehicles as necessary.

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1 **1-08 PROSECUTION AND PROGRESS**

2 **1-08.1 SUBCONTRACTING**
3 (October 12, 1998 WSDOT GSP)

4 The following is added at the end of this section:

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

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

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

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

22 **1-08.1(1) AFFIDAVITS OF AMOUNTS PAID**
23 **(NEW SECTION)**

24 Upon completion of all work and as a condition precedent to final payment, the Contractor shall
25 submit a final Affidavit of Amounts Paid, identifying amounts actually paid and amounts owed
26 to each subcontracting firm for performance under the Contract. Failure to submit such
27 affidavits may result in withholding of payments or the final payment. Affidavit forms will be
28 provided by the County.

29 Site Visits: King County may at any time visit the site of the work and the Contractor’s office to
30 review records related to actual utilization of and payments to subcontracting firms. The
31 Contractor shall maintain sufficient records necessary to enable King County to review
32 utilization of subcontracting firms. The Contractor shall provide every assistance requested by
33 King County during such visits.

34 **1-08.4 PROSECUTION OF WORK**

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

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1 Notice to Proceed will be given after the contract has been executed and the contract bond and
 2 evidence of insurance have been approved and filed by the Contracting Agency. The Contractor
 3 shall not commence with the work until the Notice to Proceed has been given by the Engineer.
 4 The Contractor shall commence construction activities on the project site within ten days of
 5 Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently
 6 pursue the work to the physical completion date within the time specified in the contract.
 7 Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor
 8 of the responsibility to complete the work within the time(s) specified in the contract.

9 **1-08.5 TIME FOR COMPLETION**

10 In reference to this section this project shall be physically completed within 210 working days.

11 **1-08.9 LIQUIDATED DAMAGES**

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

13 Time is of the essence of the Contract. Delays inconvenience the public, obstruct marine traffic,
 14 interfere with and delay commerce, and increase risk to Duwamish Waterway users. Delays also
 15 cost tax payers undue sums of money, adding time needed for administration, engineering,
 16 inspection, and supervision.

17 Accordingly, the Contractor agrees:

- 18 1. To pay liquidated damages in the amount of \$1,000 per hour, or portion thereof, that
 19 bascule leaves removal and over-water work is being performed after midnight,
 20 September 11, 2010, and
- 21 2. To pay (according to the following formula) liquidated damages for each working day
 22 beyond the number of working days established for Physical Completion, and
- 23 3. To authorize the Engineer to deduct these liquidated damages from any money due or
 24 coming due to the Contractor.

25 **LIQUIDATED DAMAGES FORMULA**

LD =	$\frac{0.15C}{T}$
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26

where:	LD	=	liquidated damages per working day (rounded to the nearest dollar)
	C	=	original Contract amount
	T	=	original time for Physical Completion

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1 When the Contract Work has progressed to the extent that the bascule leaves are removed and all
2 materials identified for salvage have been delivered and off-loaded at the sites as specified in the
3 Contract Documents and only minor incidental Work, replacement of temporary substitute
4 facilities, or correction or repair remains to physically complete the total Contract, the Engineer
5 may determine the Contract Work is substantially complete. The Engineer will notify the
6 Contractor in writing of the Substantial Completion Date. For overruns in Contract time
7 occurring after the date so established, the liquidated damages calculated above will not apply.
8 For overruns in Contract time occurring after the Substantial Completion Date, liquidated
9 damages shall be assessed on the basis of direct engineering and related costs assignable to the
10 project until the actual Physical Completion Date of all the Contract Work. The Contractor shall
11 complete the remaining work as promptly as possible. Upon request by the Project Engineer, the
12 Contractor shall furnish a written schedule for completing the physical work on the Contract.

13 Liquidated damages will not be assessed for any days for which an extension of time is granted.
14 No deduction or payment of liquidated damages will, in any degree, release the Contractor from
15 further obligations and liabilities to complete the entire Contract.

16 **1-09 MEASUREMENT AND PAYMENT**

17 **1-09.9 PAYMENT**

18 The fifth paragraph of this section is deleted and replaced with the following:

19 Upon completion of all work and after final inspection (Section 1-05.11), the amount due the
20 Contractor under the contract will be paid based upon the final estimate made by the Engineer
21 and presentation of a Comparison of Quantities signed by Contractor. Such voucher shall be
22 deemed a release of all claims of the Contractor unless a claim is filed in accordance with the
23 requirements of Section 1-09.11 and is expressly excepted from the Contractor's certification on
24 the Comparison of Quantities.

25 **1-09.11(3) TIME LIMITATION AND JURISDICTION**

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

27 For the convenience of the parties of the contract it is mutually agreed by the parties that any
28 claims or causes of action which the Contractor has against King County arising from the
29 contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-
30 05.12) of the contract by King County; and it is further agreed that any claims or causes of action
31 shall be brought only in the Superior Court of King County. The parties understand and agree
32 that the Contractor's failure to bring suit within the time period provided shall be a complete bar
33 to any such claims or causes of action. It is further mutually agreed by the parties that when any
34 claims or causes of action which the Contractor asserts against King County arising from the
35 contract are filed with the County or initiated in court, the Contractor shall permit the County to
36 have timely access to any records deemed necessary by the County to assist in evaluating the
37 claims or action.

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1 **1-10 TEMPORARY TRAFFIC CONTROL**

2 **1-10.1(2) DESCRIPTION**

3 The third paragraph of this section is deleted and replaced with the following:

4 The Contractor shall provide signs and other traffic control devices not otherwise specified as
5 being furnished by the Contracting Agency. The Contractor shall erect and maintain all
6 construction signs, warning signs, detour signs, and other traffic control devices necessary to
7 warn and protect the public at all times from injury or damage as a result of the Contractor's
8 operations which may occur on or adjacent to highways, roads, streets, sidewalks, or paths. No
9 work shall be done on or adjacent to any traveled way until all necessary signs and traffic control
10 devices are in place.

11 **1-10.2(1) GENERAL**

12 In reference to this section, the TCM and TCS shall be certified as worksite traffic control
13 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

14 **1-10.2(2) TRAFFIC CONTROL PLANS**

15 The second paragraph of this section is deleted and replaced with the following:

16 When the Contractor's chosen method of performing the work in the contract requires some form
17 of temporary traffic control, the Contractor shall submit a Contractor-proposed traffic control
18 plan. Any Contractor-proposed plan, modification, supplement or replacement shall show the
19 necessary construction signs, flaggers, spotters and other traffic control devices required to
20 support the work. Any Contractor-proposed traffic control plan shall conform to the established
21 standards for plan development as shown in the MUTCD, Part VI. The Contractor's submittal,
22 either designating and adopting a traffic control plan from the contract documents or proposing a
23 Contractor-developed plan, shall be provided to the Engineer for approval at least ten calendar
24 days in advance of the time the signs and other traffic control devices are scheduled to be
25 installed and utilized. The Contractor shall be solely responsible for submitting any proposed
26 traffic control plan or modification, obtaining the Engineer's approval and providing copies of
27 the approved Traffic Control Plans to the Traffic Control Supervisor.

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1 **1-10.3(1)A** **FLAGGERS AND SPOTTERS**

2 The following is added at the end of this section:

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

6 **1-10.3(1)B** **OTHER TRAFFIC CONTROL LABOR**

7 This section is deleted in its entirety.

8 **1-10.3(3)A** **CONSTRUCTION SIGNS**

9 The fourth paragraph of this section is deleted in its entirety.

10 **1-10.4(1)** **LUMP SUM BID FOR PROJECT (NO UNIT ITEMS)**

11 The following is added at the end of this section:

12 The proposal contains the item “Project Temporary Traffic Control,” lump sum. The provisions of
13 Section 1-10.4(1) shall apply.

14 **EARTHWORK**

15 **2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

16 **2-02.1** **DESCRIPTION**

17 The following is added at the end of this section:

18 The Contractor shall inform the Project Engineer of the means and methods of removing the
19 bascule leaves and salvaging the materials from the bascule leaves. The Contractor shall inform
20 the Project Engineer of the limits of removal a minimum of 48 hours prior to demolition or
21 salvage operations. The Contractor shall not salvage materials until the limits of removal and
22 means and methods have been approved by the Project Engineer.

23 The following items shall be salvaged from the bascule leaves, as shown in the Plans:

24 Iron Railing Panels Types 1, 2, and 3 - King County

25 Metal Posts - King County

26 Transverse Truss Elements - King County

27 Steel Deck Grating - King County

28 Steel Deck Grating - City of Seattle

29 Center Break Castings - City of Seattle

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1 The iron railing panel shall be removed by removal of the bolts securing the panels to mounting
2 brackets. The Contractor shall preserve the tabs which are integral to the railing panels. The
3 salvage methods shall not damage the railing panels from heat.

4 The metal posts shall be removed by means such that the entire metal posts are preserved without
5 damage.

6 The salvaged transverse truss elements shall be salvaged from the lower lateral bracing of the
7 bascule leaves. The transverse truss elements shall be salvaged in sections up to 24 feet in length
8 as directed by the Engineer. The transverse truss elements may be salvage with flame cutting at
9 locations approved by the Engineer.

10 In as far as practical, and approved by the Project Engineer, the Contractor shall stack and bind
11 salvaged material on wooden pallets such that the weight of the individual salvaged material for
12 King County on pallets does not exceed 400 pounds. The binding shall be made with metal
13 straps.

14 The following items will also need to be salvaged and transported to King County Facility at the
15 addressed listed in Section 2-02.3:

- 16 • Rolling Girder Segments and Guide Tracks
- 17 • Individual Gears
- 18 • Roadway Bricks
- 19 • Gear/Shaft/Frame Set
- 20 • Light Pole and Ballustrade
- 21 • Railing Post Bollard

22 **2-02.3 CONSTRUCTION REQUIREMENTS**

23 The following is added at the end of this section:

24 **Salvaged Materials – King County**

25 Items to be salvaged for King County’s use are identified in the Plans and these Special
26 Provisions. The Contractor shall remove items to be salvaged for King County from the bascule
27 leaves and transport them to the King County Facility at the following address:

28 King County Department of Transportation, Road Services Division
29 Maintenance Section
30 155 Monroe Avenue NE
31 Renton, WA 98056

32 Attn: Ross Pettit
33 Planning Unit 10 Supervisor
34 Tel: 206-296-8185

35 The Contractor shall give five calendar days advance notice of delivery to the Engineer.

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1 The Contractor shall unload and stockpile the King County salvaged items from the bascule
2 leaves in the maintenance yard. The Contractor shall stack the elements in neat and secure piles
3 as directed by the Project Engineer.

4 **Salvaged Materials – City of Seattle**

5 Items to be salvaged for City of Seattle’s use are identified in the Plans and these Special
6 Provisions. The Contractor shall remove items to be salvaged for the City of Seattle from the
7 bascule leaves and transport them to the staging area identified in the Plans.

8 The Contractor shall unload and stockpile the City of Seattle salvaged items and stack the
9 elements in neat and secure piles in the staging area as directed by the Engineer.

10 Salvaged items for City of Seattle will be loaded and transported away from the staging site by
11 the City of Seattle.

12 **2-02.3(2) REMOVAL OF BRIDGES, BOX CULVERTS AND OTHER DRAINAGE STRUCTURES**

13 The following is added at the end of this section:

14 The Contractor shall remove the forward portion of the existing South Park Bridge bascule
15 leaves as shown in the Contract Plans.

16 **2-02.3(2)A REMOVING EXISTING BRIDGE**
17 **(NEW SECTION)**

18 **DESCRIPTION**

19 The Contractor shall remove the existing bridge as shown in the Plans. Lead paint shall be
20 assumed to be present on the steel bridge rails, steel members, machinery and all steel bridge
21 materials. All timber shall be assumed to be creosote treated. Disposal of the creosote treated
22 timbers, steel, lead contaminant, and all debris generated by the demolition operations shall be in
23 a Contractor provided waste site. The Contractor provided waste site shall meet the requirements
24 set forth in the Special Provisions for the materials to be disposed.

25 Removal of existing drainage and manhole structures on the existing bridge and approach fills
26 shall be considered included in the unit bid item “Removing Existing Bridge,” Lump Sum.

27 **CONSTRUCTION REQUIREMENTS**

28 The Contractor shall submit a bridge demolition plan, lead health protection plan, and debris
29 containment system plan along with working drawings and calculations, in accordance with
30 Section 6-01.9, to the Project Engineer for approval, which show the method of removing the
31 existing bridge, approach structures, portions of the existing concrete piers as specified, approach
32 embankments, and provide the details for the debris containment system.

33 The Contractor is advised of the close proximity of the control towers on the south bascule piers
34 of the existing and proposed bridges. Demolition of the existing bridge without interference
35 from the proposed bridge may require placement of portions the demolition cofferdam for the

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1 existing bridge prior to construction of portions of the proposed control tower and/or demolition
2 of portions of the existing bridge control tower prior to placement of the demolition cofferdam
3 for the existing bridge and/or construction of portions of the control tower of the proposed bridge
4 after demolition of portions of the existing bridge.

5 The bridge demolition plan shall show support bents, bracing, guys, lifting devices, lifting
6 attachments, the sequence of demolition and removal, the type of equipment to be used in all
7 demolition and removal operations, the location of cranes, the location of support or lifting
8 points, and the weights of structure parts being removed. The plan shall include a crane stability
9 analysis and crane load calculations based on the controlling crane picks of the Contractor's plan.
10 The plan shall include any temporary shoring of the approaches that will be needed to support
11 construction equipment. The bridge demolition plan shall be prepared and sealed by a licensed
12 Professional Engineer in the State of Washington. The plan shall detail the containment,
13 collection, and salvage or disposal of all debris. The plan shall show all stages of demolition.

14 Approval of the demolition Plans shall indicate conformance only with scheduling and
15 operational characteristics of the demolition plan. The Contractor shall remain solely
16 responsible for all aspects of safety, structural capacity, and structural stability, applicable
17 regulations and permits associated with the demolition work.

18 When the bridge removal work includes removal of a truss, and when the Contractor's removal
19 method involves use of a crane or cranes to pick, lift, and remove the truss, the Contractor shall
20 confirm the truss dead load weight prior to beginning the truss removal operation. The operation
21 of confirming the truss dead load shall be performed at both ends of the truss, and shall ensure
22 that the truss is broken free of its support bearings. The Contractor's method of confirming the
23 truss dead load, whether by hydraulic jacks or other means, shall be included in the Contractor's
24 bridge demolition plan submittal.

25 Prior to any demolition work on the bridge, the approved containment system to capture and
26 collect all debris shall be in place. The existing bridge shall be completely removed, except for
27 the partial removal of the existing concrete piers, as shown in the Plans. Piles shall be removed
28 as shown in the Plans and the resultant voids shall be backfilled with material approved by the
29 Project Engineer and the material compacted to the satisfaction of the Project Engineer.

30 The existing concrete piers and any associated formwork shall be removed below the existing
31 ground line as required and shown in the Plans. All broken concrete, and other bridge removal
32 debris shall be collected and removed for reuse, recycling, or disposal at a Contractor provided
33 waste site meeting the requirements set forth in the Special Provisions for the materials to be
34 disposed.

35 The Contractor shall protect the Duwamish Waterway from all falling concrete and debris, and
36 shall collect by vacuum the materials generated as the activity is taking place. The methods of
37 collection and containment shall be in accordance with the debris collection and containment
38 provisions of the bridge demolition plan as approved by the Project Engineer.

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1 2-02.3(3) **REMOVAL OF PAVEMENT, SIDEWALKS, AND CURBS**

2 The following is added at the end of this section:

3 Removal shall be accomplished by making a neat longitudinal vertical cut along the boundaries
4 of the area to be removed. Cutting shall be accomplished with a self-propelled saw capable of
5 cutting to a 12-inch depth. The use of pneumatic hammers or punches will not be permitted.

6 **Removing Cement Concrete Sidewalk**

7 During sawcutting and removal of sidewalk care shall be taken to prevent damage to
8 underground utilities, meters and adjacent pavements.

9 Removal of a bus shelter requires the notification specified in Section 1-07.28.

10 **Removing Cement Concrete Curb**

11 During sawcutting and removal of curb care shall be taken to prevent damage to underground
12 utilities, meters and adjacent pavements.

13 **Operating the Bridge**

14 The bridge was closed to vehicular and non-motorized traffic on June 30, 2010 with the bascule
15 leaves parked in the up (open) position. Upon 3-day advance notice to the Engineer, each leaf
16 may individually be lowered one time only to facilitate removal. No construction traffic will be
17 allowed to cross the bridge.

18 **Use of Explosives**

19 Explosives shall not be used in the demolition.

20 2-02.3(7) **REMOVING PORTION OF EXISTING STRUCTURE – FENDER SYSTEM**
21 **(NEW SECTION)**

22 **Fender System Removal and Disposal**

23 All existing piling and associated timber fender system materials shall be considered to be
24 creosote treated and shall be considered contaminated material.

25 Remove existing pile by means of a vibratory hammer. Remove piling slowly to minimize
26 turbidity in the water column as well as sediment disturbance. The piling shall not be broken off
27 intentionally by twisting, bending or other deformations. If the piling has broken off at or near
28 the mud line such that removal by a vibratory hammer is not practical the pile shall be cut off at
29 the mud line by use of a pneumatic underwater chainsaw or other approved means. If a pile is
30 broken off below the mud line it shall remain in place.

31 Remove piling during low current and low water to the extent possible.

32 Prior to commencement of pile removal the Contractor shall assess the condition of the existing
33 piling. The Contractor shall create a log outlining the locations and number of pilings that are

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1 deemed to be deteriorated or damage to point that extraction by vibratory means are anticipated
2 to be unsuccessful. Provide the Project Engineer with a copy of the log.

3 The Contractor shall locate the positions of all piling by means of Global Positioning System
4 (GPS) to provide baseline information for debris characterization if any piling is broken off or
5 cut off. The locations of the piling may be used should future dredging or construction in the
6 vicinity be required. Locate the existing piling in the Project coordinate system.

7 The extracted piling shall be temporarily stored within a lined containment basin to prevent
8 materials and sediments from re-entering the water column. Runoff water will be allowed to
9 return directly to the waterway. Upon removal the extracted piling shall moved expeditiously
10 from the water into the containment basin. The pilings shall not be shaken, hosed-off, left
11 hanging to drip or other actions which would result in removal of adhering material from the
12 piling.

13 Cut extracted piling to size as required by the Contractor selected disposal organization for
14 transport and disposal. Collect all saw dust and cutting within the containment basin.

15 The Contractor shall use a floating boom to capture floating surface debris. The floating boom
16 shall be equipped with absorbent pads to contain any oil sheens.

17 Cut up piling, floating debris, absorbent pads, sediments, construction/demolition residue and the
18 containment basin liner shall be packed into a container. The contents of the container shall be
19 considered creosoted timber, creosoted piling and associated debris and dispose in accordance
20 with Section 1-07.5.

21 Holes remaining after extraction of the pilings shall not be filled.

22 **2-02.4 MEASUREMENT**

23 The following is added at the end of this section:

24 The lump sum Contract price for “Salvage Materials – King County” contains the following
25 approximate quantities:

<u>Item</u>	<u>Approx. Quantity and Unit</u>
Transverse Truss Elements – King County	360 L.F.
Steel Deck Grating – King County	2,304 S.F. (3 panels at 12 ft. x 24 ft., 4 panels at 12 ft. x 20 ft., 2 panels at 10 ft. x 24 ft.)
Iron Railing Panel Type 1 – King County	84 Each
Iron Railing Panel Type 2 – King County	4 Each
Iron Railing Panel Type 3 – King County	8 Each

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Metal Post – King County 28 Each

1 The lump sum Contract price for “Salvage Materials - City of Seattle” contains the following
2 approximate quantities:

<u>Item</u>	<u>Approx. Quantity and Unit</u>
Steel Deck Grating – City of Seattle	3,672 S.F. (6 panels at 45 ft. x 12 ft., 1 panel at 36 ft. x 12 ft.)
Centerbreak Castings – City of Seattle	76 L.F. (2 castings at 38 ft. long)

3 The lump sum Contract price for “Removal of Structure and Obstruction” contains the following
4 approximate quantities of materials and completed Work:

<u>Item</u>	<u>Approx. Unit Quant.</u>
Building Demolition – Parcel #2185001045	1 Each
Building Demolition – Parcel #2185600080	2 Each
Building Demolition – Parcel #2185000860	1 Each
Building Demolition – Parcel #2185000895	1 Each
Building Demolition – Parcel #7883607340	1 Each
Monitoring Pedestals	2 Each
Street and Traffic Signs	20 Each
Overhead Advertising Sign	1 Each
Creosote Logs	5 Each
Telephone Booth	1 Each
Receiving Clothes Booth	1 Each
Chain Link Fence	2210 L.F.
Guard Rail	30 L.F.
Underground Storage Tanks	5 Each
Overhead Business Sign	1 Each

22 The quantities listed are only for the convenience of the Contractor in determining the volume of
23 Work involved and are not guaranteed to be accurate. The prospective bidders shall verify these

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- 1 quantities before submitting a bid. No adjustments other than for approved changes will be made
2 in the lump sum Contract price for "Removal of Structure and Obstruction" for the above items
3 even though the actual quantities required may deviate from those listed.
- 4 No specific unit of measurement shall apply to the lump sum item of Salvage Rolling Girder
5 Segments & Guide Tracks.
- 6 No specific unit of measurement shall apply to the lump sum item of Individual Gears.
- 7 Remove Cement Concrete Sidewalk will be measured per square yard of sidewalk removed.
- 8 Remove Cement Concrete Curb will be measured per linear foot of curb removed along the face
9 of curb.
- 10 No specific unit of measurement shall apply to the lump sum item of Removing Portion of
11 Existing Structure – Wharf.
- 12 No specific unit of measurement shall apply to the lump sum item of Removing Portion of
13 Existing Structure – Fender.
- 14 Hazardous material excavation including haul will be measured by the cubic yard. All excavated
15 material will be measured in the position it occupied before the excavation was performed. An
16 original ground measurement will be taken using cross-section or digital terrain modeling survey
17 techniques. The original ground will be compared with a survey of the excavation area taken
18 after the work is completed.
- 19 No specific unit of measurement shall apply to the lump sum item of Removal and Disposal of
20 Asbestos Material.
- 21 Removal of existing manhole or drainage structure when shown on the Plans and identified as a
22 separate bid item shall be measured as Removing Manhole and/or Removing Drainage Structure
23 per each.
- 24 Salvage Roadway will be measured by the square footage of bricks salvaged from the red brick
25 road.

26 **2-02.5 PAYMENT**

27 The following is added at the end of this section:

28 The lump sum Contract price for “Removing Portion of Existing Structure – Bascule Leaves”
29 shall be full payment for all costs associated with removing all materials of the existing leaves
30 including development of the demolition plan, removal, containment of materials, hauling,
31 disposal of all material, debris and waste that is not required to be salvaged.

32 “Salvage Materials – King County”, lump sum.

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- 1 The lump sum Contract price for “Salvage Materials – King County” shall be full payment for all
2 costs associated with removing materials from the bascule leaves, transporting ,off-loading, and
3 stacking materials as directed at the King County maintenance yard.
- 4 “Salvage Materials – City of Seattle”, lump sum.
- 5 The lump sum Contract price for “Salvage Materials – City of Seattle” shall be full payment for
6 all costs associated with removing materials from the bascule leaves, transporting, off-loading,
7 and stacking the materials at the staging area.
- 8 “Salvage _____”, lump sum.
- 9 The lump sum Contract price for “Salvage _____” shall be full payment for all costs
10 associated with removing materials from the existing roadway, transporting ,off-loading, and
11 stacking materials as directed at the King County maintenance yard.
- 12 “Hazardous Material Handling And Disposal”, by force account as provided in Section 1-09.6.
- 13 All costs associated with storing stockpiled hazardous waste and contaminated soils, collecting,
14 handling and storing contaminated water, loading the stockpiled material into the hauling
15 conveyance for transport to the disposal site, and transporting and disposing of hazardous or
16 contaminated materials at an approved facility will be paid by force account under the item
17 “Hazardous Material Handling And Disposal”.
- 18 To provide a common basis for all bidders, the Contracting Agency has entered an amount in the
19 proposal to become a part of the Contractor’s total bid.
- 20 “Hazardous Material Excavation Incl. Haul”, per cubic yard.
- 21 The unit contract price for “Hazardous Material Excavation Incl. Haul” shall be full pay for all
22 costs associated with excavating the material designated to be removed, hauling it to the
23 stockpile location, and stockpiling the excavated material.
- 24 Payment for preparing the dredging quality control plan and attending the pre-dredge conference
25 is not part of this item, but is paid for under “Excavation for Caisson” under Section 6-22.5
- 26 Payment for training personnel is not part of this item, but is paid for under “Training”.
- 27 “Removing Existing Bridge”, lump sum.
- 28 "Removal and Disposal of Asbestos Material", lump sum.
- 29 The lump sum Contract price for "Removal and Disposal of Asbestos Material" shall be full
30 payment for all costs associated with removing all asbestos materials from the existing structures
31 including containment of materials, hauling, stockpiling and disposing of material at an approved
32 facility.
- 33 "Removing Portion of Existing Structure - Fender", lump sum.

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1 The lump sum Contract price for “Removing Portion of Existing Structure – Fender” shall be
2 full payment for all costs associated with removing all materials of the existing fender system
3 including removal, pile cutting, development of pile location log, locating piling, containment of
4 materials, disposal of materials, hauling, stockpiling and disposing of material.

5 "Remove Cement Conc. Sidewalk", per square yard.

6 "Remove Cement Conc. Curb", per linear foot.

7 Removal of existing manhole or drainage structure when shown on the Plans and identified as a
8 separate bid item shall be paid as Remove Manhole and/or Removing Drainage Structure per
9 each.

10 **2-03 ROADWAY EXCAVATION AND EMBANKMENT**

11 **2-03.3(7)C CONTRACTOR-PROVIDED DISPOSAL SITE**

12 The first paragraph is deleted and replaced with the following:

13 No waste site has been provided by the County for the disposal of material and debris. The
14 Contractor shall make all arrangements, at Contractor expense, for the disposal of waste
15 materials and shall protect the County from any and all damages arising there from.

16 The following is added at the end of this section:

17 The Contractor shall remove existing approach walls and retained fill to a point 4 feet below the
18 finished ground elevation or as shown in the Contract Plans, whichever is lower.

19 **2-03.3(20) SAND/GRAVEL BLANKET**
20 **(NEW SECTION)**

21 This bid item shall include all Work to furnish and install sand drainage blanket material on the
22 river bottom according to the depth for coverage indicated in the Plans. The material shall not be
23 pushed off a barge into the river channel. The material shall be placed on the river bottom in a
24 careful manner to minimize sediment suspension. The Contractor shall be responsible for
25 maintaining, monitoring, and adding new material should river scour erode any part of the
26 sand/gravel blanket area. See Section 9-03.13(1) “Sand Drainage Blanket” for material
27 gradation. Sand Drainage Blanket shall be interpreted to mean Sand Blanket, Gravel Blanket and
28 Sand/Gravel Blanket.

29 **2-03.3(21) SHORELINE EXCAVATION INCL. HAUL**
30 **(NEW SECTION)**

31 This bid item shall include all Work associated with the excavation and hauling of materials
32 designated in the boundaries set by the Project Engineer as shoreline excavation in the Plans.
33 This Work should be performed in accordance with Section 8-01. Prior to excavation, the
34 Contractor shall clear and grub the area as shown in Plans in accordance with Section 2-01.

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1 The Work shall include the removal and hauling of soil, riprap, and any unsuitable foundation
2 material as defined in Section 2-03.3(14)E. Excavated material considered for stockpiling
3 should be handled and used in accordance with 2-02.3.

4 The Contractor shall excavate and grade the area to the elevation designated in the Plans.
5 Additional excavation per South Shoreline Restoration/Mitigation Planting Plan and Details shall
6 be considered included in this item and not included in the volume reported in the Summary of
7 Quantities.

8 **2-03.4 MEASUREMENT**

9 The following is inserted after the first paragraph:

10 The fourth paragraph is deleted and replaced with the following:

11 Sand Drainage Blanket shall be interpreted to mean Sand/Gravel Blanket and will be measured
12 by the ton with deductions made for the weight of moisture above 8-percent.

13 The following is added at the end of this section:

14 Shoreline excavation will be measured by the cubic yard. All excavated material will be
15 measured in the position it occupied before the excavation was performed. An original ground
16 measurement will be taken using cross-section or digital terrain modeling survey techniques. For
17 shoreline excavation items, the original ground will be compared with the planned finished
18 grading shown in the Plans. Slope/ground intercept points defining the limits of the measurement
19 will be as staked. When the Contracting Agency requires excavated material to be stockpiled, re-
20 excavated and moved again, a second measurement will be made, adding quantity for the same
21 item used in the original excavation. The second measurement will be a comparison of the
22 original cross-section of the stockpile with a cross section of the stockpile area after the second
23 excavation is completed.

24 **2-03.5 PAYMENT**

25 The following is added at the end of this section:

26 Sand Drainage Blanket shall be interpreted to mean “Sand/Gravel Blanket” and be paid per ton.

27 “Shoreline Excavation”, per cubic yard.

28

29

STRUCTURES

30 **6-01 GENERAL REQUIREMENTS FOR STRUCTURES**

31 **6-01.9 WORKING DRAWINGS**

32 The first paragraph of this section is deleted and replaced with the following:

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1 The Contractor shall submit supplemental drawings [six (6) copies] with calculations [six (6)
2 copies] as required for the performance of the Work. The drawings shall be provided in
3 hardcopy and executable electronic CAD (Computer Aided Design or Computer Aided Drafting)
4 format. The hardcopy drawings shall be provided on sheets measuring 22 by 34-inches, 11 by
5 17-inches, or on sheets with dimensions in multiples of 8½ by 11-inches. The executable
6 electronic CAD format drawings shall be provided in Bentley MicroStation V8 format or
7 AutoCAD 2006 format. All drawings shall be to scale in keeping with standard drafting
8 procedures. The design calculations shall be on sheets measuring 8½ by 11-inches. They shall be
9 legible, with all terms identified, and may include computer printouts. The drawings and
10 calculations shall be provided far enough in advance of actual need to allow for the review
11 process by the Contracting Agency, which may involve rejection, revision, or resubmittal. Unless
12 otherwise stated in the Contract, the Project Engineer will require up to 7 calendar days from the
13 date the submittals are received until they are sent to the Contractor. No additional Contract time
14 will be allowed for rejected submittals. Furthermore, the required Project Engineer's review
15 time will increase if the drawings submitted do not meet the Contract requirements or contain
16 insufficient details, requiring further revisions and Project Engineer review. The Contractor's
17 progress schedule shall be updated to reflect an accurate accounting of project time including the
18 Project Engineer's review and any increased time due to rejected or insufficient submittals.

19 **MISCELLANEOUS CONSTRUCTION**

20 **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**

21 **8-01.1 DESCRIPTION**

22 The following is added at the end of this section:

23 This section consists of furnishing, installing, maintaining, removing, and disposing of
24 temporary erosion and sediment controls to prevent erosion and scour, to treat sediment laden
25 and contaminated water for acceptable discharge, and to prevent the conveyance of sediment into
26 surface waters, drainage systems, and environmentally critical areas.

27 **8-01.3 CONSTRUCTION REQUIREMENTS**

28 **8-01.3(1) GENERAL**

29 The following is added at the end of this section:

30 **In-Water Work:**

31 The turbidity and pH shall be monitored during in-water work activities to ensure that water
32 quality meets prescribed state and federal standards. Turbidity will be monitored at the edge of
33 the mixing zone (assumed as 300 feet downstream based on applicable regulations) during in-
34 water work activities.

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1 In-water shoreline restoration work and outfall construction shall not be performed without prior
2 installation of temporary erosion and sediment control sheeting to prevent sedimentation in the
3 river.

4 **Cofferdam and Temporary Sediment Control Sheeting:**

5 The Contractor shall pump dewater from the cofferdams and from runoff trapped in the
6 temporary sediment control sheeting into holding tanks. The water shall be tested and treated to
7 appropriate levels described in issued wastewater discharge permits.

8 **Noise Control:**

9 Contractor shall turn off motors when not in use. All construction equipment and vehicles shall
10 be equipped with mufflers in good working order. Equipment without properly working mufflers
11 shall not be used and shall be repaired immediately prior to commencing work activities.

12 All cement concrete shall be poured in the dry, or within confined waters not being dewatered to
13 surface waters, and shall be allowed to cure a minimum of 7 calendar days before contact with
14 water. The waters of the state shall not come in contact with the concrete structure while
15 concrete is curing. Any dewatering required from a contained area with curing concrete shall be
16 discharged to land or tanks with no possible entry to surface waters. The Contractor shall be
17 responsible for contacting the local agency and obtaining sewer discharge permits for discharge
18 into a public or private sewer system.

19 The Contractor shall comply with the water quality criteria specified in chapter 173-201A WAC,
20 and RCW90.48 Water Pollution Control. Failure to comply with the State's Water Quality
21 Standards may result in the issuance of civil penalties or other actions, whether administrative or
22 judicial.

23 Adjacent downstream properties shall be protected from sediment deposition from wind or water
24 action. All sediment control devices including sediment ponds, perimeter silt fencing, and other
25 sediment trapping BMPs shall be installed before ground disturbance and grading commences.

26 All temporary conveyance channels and pipe outlets shall be stabilized to prevent erosion.

27 All construction access routes that are subject to water or wind erosion shall be stabilized.
28 Material used to construct road approaches to the site shall be a clean composition and placed in
29 a manner to prevent erosion and tracking out of the material offsite.

30 All temporary BMPs and accumulated sediments shall be removed or stabilized immediately
31 after final site stabilization and completion of the Contract.

32 Under no circumstances shall freefall dumping or direct excavation of fill or cut material occur
33 in or next to any water body unless control structures are in place to prevent sediment from
34 directly entering the water body.

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1 All lumber treated with creosote or other protected material shall be completely dry before use in
2 or near the waterway.

3 In general, Work involving erosion and sedimentation control within The COS limits shall
4 comply with Section 1-07.15. Work involving erosion and sedimentation control within City of
5 Seattle's Rights -of-Way not within The COS limits shall also comply with the requirements of
6 the local jurisdiction. In general, in doing the Work, the Contractor shall address measures that:

7 1. Prevent and control erosion and sedimentation
8 processes,

9 2. Prevent and control scour and scour processes in water bearing channels,

10 3. Prevent transport of sediment,

11 4. Protect surface waters and drainage systems from entry of sediment and
12 other construction byproduct,

13 5. Prevent erosion and sedimentation impacts to areas not designated for
14 Work and

15 6. Coordinate erosion and sedimentation controls with scheduling of the
16 Work. Such measures may include, but not be limited to, one or more of the
17 following:

18 a. Installing temporary ditches, berms, culverts, and other measures to control
19 and redirect surface waters;

20 b. Installing temporary dams, settling basins, energy dissipaters, and other
21 measures to detain water, prevent scour, and allow for sediment drop and
22 controlled removal;

23 c. Installing measures controlling surfacing groundwater and dewatering
24 discharges;

25 d. Installing temporary covers or otherwise protecting slopes, stockpiles, and
26 exposed or disturbed soils from erosion and sediment producing
27 processes;

28 e. Installing temporary work area perimeter and sediment transport prevention
29 measures, such as silt fence, wattle, filter, and berm;

30 f. Treating sediment laden waters, and removing and disposing of sediment,
31 Installing sediment and debris removal controls for equipment entering
32 and leaving designated Work areas, and

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- 1 g. Installing temporary fencing, flagging, and other markings at boundaries of
2 areas identified as not part of the Work.
- 3 h. Minimize vegetation and soil disturbance to the extent possible.

4 **8-01.3(1)A SUBMITTALS**

5 The following is added at the end of this section:

6 Fugitive Dust Control Plan: The Contractor shall be responsible for the preparation and
7 implementation of the FDCP to be used for the duration of the project. Six (6) copies of the plan
8 shall be submitted to the Project Engineer for review and acceptance prior to commencement of
9 any construction activities. The Contractor shall maintain a copy of the accepted plan with any
10 updates, to be made available at the work site upon request.

11 The FDCP shall outline what measures shall be taken by the Contractor to prevent Fugitive Dust
12 from being released into the air at the work site.

13 The FDCP shall also address at a minimum, the following project specific information:

- 14 1. Introduction
- 15 2. Site Information, such as project size, location, topography, and soil type
- 16 3. Management Information, such as identification of Contractor personnel responsible
17 for maintaining and implementing the FDCP, and contact person in case of a
18 complaint
- 19 4. Identification of all Fugitive Dust sources
- 20 5. Fugitive Dust control methods to be used for each Fugitive Dust source
- 21 6. Source and availability of materials to be used for controlling Fugitive Dust
- 22 A schedule, rate of application, or calculations identifying how often, how much,
23 and when the control method is to be used
- 24 7. Method to cover loads and ensure adequate freeboard to prevent soil particles from
25 blowing away during transport.

26 **8-01.3(1)B TEMPORARY EROSION AND SEDIMENT CONTROL (TESC) SUBMITTAL**

27 The following is added at the end of this section:

28 At the preconstruction conference, the Contractor shall be present to the Project Engineer
29 proposed temporary erosion and sedimentation controls for consideration and evaluation.
30 Following the outcome of the presentation and associated discussions, the Contractor shall
31 prepare and submit initial TESC Plan within 28 calendar days of FNTF. The Contractor shall

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1 submit the final TESC Plan within 14 calendar days of receipt of comments. The Contractor
2 shall allow 21 calendar days for Project Engineer review.

3

4 The TESC Plans shall show, as it relates to the Contractor's critical path schedule, the scheduling
5 of installation, maintenance, phasing, and removal of erosion and sedimentation controls as it
6 relates to the Work. Unless the Contract specifies otherwise, work areas to be addressed in this
7 plan include as applicable:

8 The Project Site identifying staging, storage, stockpiling, non-Work boundaries, and other
9 construction related areas;

- 10 1. Areas beyond the Project Site;
- 11 2. Transportation facilities including construction traffic routes and access/exit control
12 areas on and off the Project Site;
- 13 3. Inlets, catch basins, ditches and channels whether dry or water filled, and other
14 surface drainage facilities;
- 15 4. Surface waters such as streams, lakes, and other bodies of water; and
- 16 5. Identify areas of erodible soil not being worked that may be exposed that may exceed
17 4,000 square feet, or may be unprotected or uncovered for more than 2 calendar
18 days.

19 The TESC Plan submittal shall include, but not be limited to, one or more of the following as the
20 Contract requires, as the Work may require, and as the Work is scheduled:

- 21 1. Describe with Shop Drawings of sufficient scale and detail showing the Project Site,
22 and the locations and types of temporary erosion and sediment controls. As
23 necessary, show by a series of time sequence Shop Drawings, how TESC controls
24 are to be installed, maintained, removed and coordinated with the Work and the
25 progress schedule;
- 26 2. Describe how non-work areas will be identified and protected;
- 27 3. Describe the details and continuing maintenance of entrance and exit equipment wash
28 areas;
- 29 4. Show locations with cross-sections as applicable and describe control details of
30 existing and proposed ditch, berm, Culvert, pipe, sediment basin, basin outfall,
31 scour control, inlet, catch basin, drain, bypass, subsurface drain and related
32 feature;

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1 Erosion Control Seed Mix

Name	Proportion by Weight	Proportion by % Purity	Proportion by % Germination
Chewing Fescue (Banner) <i>Festuca rubra</i>	50%	95%	90%
Perennial Rye (Derby or Pennant) <i>Lolium perenne</i>	45%	95%	90%
Redtop Bentgrass <i>Agrostis alba</i>	5%	95%	90%

2

3 A slurry consisting of seed, fertilizer, mulch, and water shall be uniformly applied over all
4 disturbed areas within easements and rights-of-way unless directed otherwise. Seed shall be
5 applied at the rate of 120 pounds per acre.

6 When seeded by hand, seed shall be applied at the rate of five pounds per 1,000 square feet. The
7 seed shall be evenly distributed over the disturbed area after application of fertilizer. The seed
8 shall be raked into the surface soil to a depth of 0.25 inches and lightly irrigated by hand.

9 The hydroseeding method of application shall be used for all bioswale seeding. Seed shall be
10 applied at a rate of 100 pounds per acre. For summer applications, “Stay Moist” moisture
11 retention agent, or an approved substitute, shall be added to the seed mix and applied at a rate of
12 40 pounds per acre, or as directed by the Project Engineer.

13 Fertilizing: Fertilizer shall be applied to all areas that are seeded. Fertilizer of the following
14 proportions and formulations shall be used:

15 Total Available Nitrogen	N	10%	(of which 50% is derived from 38% slow 16 release urea)
17 Available Phosphorus	P ₂ O ₅	4%	
18 Available Potassium	K ₂ O	6%	

19 All percentages are by weight

20 Fertilizer shall be applied at the rate of 200 pounds per acre. Fertilizer shall be incorporated into
21 the seed, mulch and water slurry and shall be applied as specified under “seeding”. In the event
22 that additional fertilizer is required to establish a uniform, healthy, thick stand of grass, the
23 Project Engineer shall determine the method and rate of application.

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1 Where hydroseeding is not practical and approved hand methods are used, fertilizer shall be
2 applied at the rate of 5 pounds per 1000 square feet. It shall be raked into the surface to a depth
3 of one inch.

4 **8-01.3(2)D MULCHING**

5 The following is added at the end of this section:

6 Straw mulch shall be used to cover all exposed soil areas not covered with plastic, or erosion
7 control netting, or soil stabilization materials. This Work shall include all tools, materials, labor,
8 and equipment to spread straw mulch over exposed surfaces.

9 Straw mulch erosion control application shall be with a forced air mulch spreader. In spreading
10 straw mulch, the spreader shall not cut or break the straw stalks into lengths less than 2 inches.
11 Straw mulch coverage shall have a minimum thickness of 2 inches. Where a forced air
12 equipment mulch application is indicated as providing unacceptable results, the Contractor shall
13 employ manual or other application methods such as hand spreading and raking.

14 Should the straw mulch coverage expose at any time bare ground of more than 50% in any 100
15 square foot area, then the Contractor shall promptly remulch the exposed area to full coverage of
16 the thickness required.

17 Straw mulch used for covering exposed earth as a temporary erosion control measure shall be
18 derived from harvested wheat or alfalfa plant stalk (no hay from grass source). The straw shall
19 be seasoned (an air dried condition) free from noxious weeds, seeds or other undesirable
20 materials prior to loading and delivery to the site. The straw shall be suitable for spreading by
21 mechanical means or by hand methods as temporary erosion control measure.

22 The Contractor shall be responsible for providing and placing the straw in areas noted on the
23 Plans and as directed by the Project Engineer. Straw may be spread mechanically or by hand to
24 provide a uniform coverage of three-inch depth. Straw spread by hand from straw bales shall not
25 cover more than 150 square feet of exposed area. The Contractor shall maintain the temporary
26 three-inch mulch covering throughout the time the straw mulch is in place until the areas are
27 stabilized as determined by the Project Engineer. All straw placed prior to seeding shall be
28 removed at time of seeding to ensure a good seed to soil contact.

29 **8-01.3(5) PLACING PLASTIC COVERING**

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

31 Stockpiles, areas with no vegetative growth, areas where vegetative growth is to be inhibited, and
32 areas with disturbed soil may be covered with black plastic covering. Sandbag or similar ballast
33 shall be placed on the cover in a grid with no less than 5 foot spacing in two right angle
34 directions. At all ends without overlap, ballast shall be placed within 12 inches of the edge and
35 spaced no more than 5 feet along the perimeter.

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- 1 Clear plastic covering shall cover areas where the growth of vegetation is not to be inhibited.
2 With the exception of stockpiles, plastic covering sheets shall be installed with the long axis
3 parallel with slope contours. The upper edge of the fabric shall be placed into a 12-inch wide by
4 6-inch deep anchor trench and backfilled with native soils tamped into place. Upper slope fabric
5 shall overlap downslope fabric in the anchor trench a minimum of 12 inches. Along the same
6 contour, the ends of new fabric shall overlap in-place fabric a minimum of 24 inches.
- 7 In general, ballast shall be placed on the cover using sandbags or similar ballast distributed over
8 the cover in a manner to prevent uplift, slippage, and any other movement of the cover. Spacing
9 of ballast shall be not more than a 10-foot grid in line with and against the long axis of the sheet.
10 All overlaps, edges, and corners shall be ballasted. On steep slopes and where slippage of ballast
11 or ballasted fabric is indicated, the ballast shall be secured in-place by rope tied to upslope
12 anchors firmly set in the earth.
- 13 Within the dripline of trees, excavation of anchor trenches will not be allowed. Rather, ballast
14 shall be placed on the fabric and on the overlaps secured by rope tied to anchor stakes upslope of
15 the dripline area.
- 16 Rips and tears shall be timely repaired by placing additional covering over the defect with a
17 minimum 24 inch overlap in all directions from the defect. The repair shall be ballasted with a
18 spacing in any direction of no more than 5 feet and along all edges and at all corners. Ballast
19 shall be anchored to upslope stakes.
- 20 Uplifted areas shall receive additional ballast resulting in reduced ballast spacing.
- 21 Areas where covering has slipped and the underlying surface becomes exposed shall be timely
22 repaired in the same manner as rips and tears.
- 23 Clear plastic covering intended to cover a vegetated surface without long term inhibiting effects
24 shall require frequent monitoring ensuring permanent damage is not occurring. Should vegetative
25 degradation be indicated, the Contractor shall amend the cover practice to a condition not
26 detrimental to the vegetation.
- 27 **8-01.3(9)A SILT FENCE**
- 28 The following is added at the end of this section:
- 29 Silt fences shall act as a filter to both allow the passage of water through the fence and also to
30 prevent the passage of sediment through, under, or over the fence. Silt fences shall be either in-
31 place before the area is disturbed, or shall be coordinated with beginning soil disturbance
32 activity.
- 33 Silt fence(s) shall be constructed at locations downstream or downslope of surface runoff areas,
34 and upstream or upslope of surface bodies of waters. Silt fences shall be spaced to account for
35 grade of slope, runoff flowrate and velocity, sheeting and rilling, type and relative density of
36 soil(s), rate of sediment loading, expected maintenance type and frequency, and other factors as

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1 the site and Work require. Silt fences shall not be placed across or in streams, channels and
2 ditches.

3 Silt fences shall be located along contours with the ends turned uphill to capture runoff and
4 prevent flow around the end of the fence. Where the installation requires crossing of contours in
5 areas other than at the ends, gravel check dams shall be placed perpendicular to the uphill face of
6 the fence to minimize concentrated flow and erosion along the fence. The gravel check dams
7 shall be approximately 1 foot deep at the fence and shall continue perpendicular to the fence at
8 the same elevation until the top of the check dam intercepts the ground surface. The gravel check
9 dams shall consist of crushed surfacing base course gravel backfill for walls, or shoulder ballast.
10 The gravel check dams shall be spaced at intervals not exceeding 10 feet along the fence where
11 the fence crosses contours. The slope of the fence line where contours are crossed shall not be
12 steeper than 3H:1V.

13 The height of the fence fabric/geotextile above ground surface shall be 30 inch minimum and 36
14 inch maximum.

15 Posts shall be of a length to be installed to a depth and with a spacing to withstand maximum
16 loading for the durations estimated between sediment removals. Unless the Contractor can justify
17 otherwise to the Project Engineer, posts shall be installed to a minimum 30 inch depth, except as
18 specified below within the dripline of tree, and shall be spaced within a fence line of not greater
19 than six (6) feet. Where required post depth penetration cannot be obtained, the posts shall be
20 adequately secured on the upslope side by bracing or guying to an adequately installed anchor to
21 prevent overturning. Posts shall be either wood or steel. Wood posts shall have minimum
22 dimensions of 1-1/4 inch by 1-1/4 inch and shall be white oak or other hardwood resistant to rot,
23 and with no defects. Steel posts shall consist of U, T, L, or C shape posts with a minimum weight
24 of 1.33 pounds per foot, or other steel posts having equivalent or greater strength and bending
25 resistance than those listed in this paragraph.

26 The fence fabric and support backing systems shall be attached on the up-slope side of the posts
27 with staples, wire, hog rings, or other connection device as recommended by the manufacturer, in
28 a manner that does not tear or damage the fabric. At the bottom of the fence, the fabric and
29 support backing system shall be buried at least 6 inches below the ground surface, and then
30 backfilled with native soils compacted by tamping or other appropriate compaction methods.
31 Excavation for installation of silt fence within the dripline of trees, and around other vegetation
32 to be retained, shall be without damage to roots. Roots that are exposed shall not be damaged and
33 shall be promptly covered with earth. Where the bottom of fabric and support backing cannot be
34 installed to a 6 inch depth due to interference with roots, the fabric and backing shall be placed
35 flat on the upside of fence for a minimum 12 inch width and then covered with a minimum 6
36 inch depth of large size aggregate ballast. In non-trench fabric bottom installations, post
37 penetrations into the earth shall be increased and the height of fence above the top of ballast shall
38 not exceed three (3) feet. Fence support backing system, in the form of wire or plastic mesh with
39 maximum mesh spacing of 2 inch by 4 inch and of adequate strength to withstand maximum
40 loading, shall be attached to posts and fabric as recommended by the Supplier. Plastic mesh shall

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1 have the same or greater ultraviolet (UV) resistance as the geotextile fabric. All geotextile fabric
2 shall have backing whether exposed or buried. Fence fabric shall be continuous along any single
3 length of filter fence. Continuous fence is defined as follows:

- 4 a. The geotextile fabric may be sewn together at the point of manufacture or by the
5 Supplier to form a single length of geotextile for a continuous fence application. All
6 sewn seams shall be located at a support post.
- 7 b. Separate geotextile fabric may installed across posts with a minimum 10 foot overlap
8 where the overlap is supported by no less than three (3) posts with spacing between
9 any posts not greater than 4 feet.
- 10 c. Overlapped fabric shall always be secured to support backing.
- 11 d. The Contractor may place 2 posts, one on each side of the overlapped fabric and
12 backing, and twist the overlapped fabric at least 2 complete revolutions before driving
13 the posts into the earth. The overlaps shall extend a minimum one (1) foot beyond the
14 2 posts before twisting. Lapped or twisted fabric and backing that slip shall be
15 considered defective and shall be replaced with sewn geotextile. For pre-staked silt
16 fence, laps may be performed in accordance with the manufacturer's written
17 recommendations.

18 **8-01.3(9)E TEMPORARY SEDIMENT TRAP**
19 **(NEW SECTION)**

20 Temporary sediment trap shall be installed in accordance with TESC Plan or manufacturer's
21 recommendations in the areas indicated on the Plans. See Section 7-05.3(5)H. Temporary
22 Sediment Vault/Trap and Sump.

23 **8-01.3(17) CHITOSAN ENHANCED SAND FILTRATION**
24 **(NEW SECTION)**

25 **Chitosan Enhanced Sand Filtration Erosion Control Water Quality Treatment**

26 The water pollution and erosion control items shall include the use of a portable stormwater
27 filtration system. The Stormwater Treatment system shall include a Chitosan-Enhanced Sand
28 Filtration (CESF) system (including pumps and portable tanks) furnished to assure water quality
29 meets minimum requirements. The CESF system shall have a General Use Level Designation
30 authorized by the Washington State Department of Ecology. The system shall be designed,
31 operated, and maintained in accordance with the conditions applicable to its General Use Level
32 Designation.

33 Submit a treatment system operations plan to the Project Engineer including testing frequencies,
34 cleaning, tank draining, pump maintenance plan, chemical delivery frequencies, types of
35 chemicals that will be delivered, storage plan for chemicals, name and contact information for
36 operators, and safety plan. The Contractor shall obtain Department of Ecology approval and
37 permits for the treatment system.

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1 Each portable plant shall include pressurized sand filter composed of three or four individual
2 filtration chambers. CESF systems shall be designed and operated at a flow rate not to exceed 15
3 gpm per square foot of sand bed filtration area and should employ a minimum of 3 sand filter
4 pods to ensure adequate backwashing capacity. Each portable plant shall be able to operate at a
5 minimum treatment capacity of 500 gpm.

6 The filters shall be equipped with a programmable, electronic, automatic backwash control
7 system activated by differential pressure, time interval, or continuous operation. Backwash
8 piping shall include a spigot or sight glass that allows the system operator to verify that no sand
9 filter media is flushed out during backwash cycles. The CESF system treated water output shall
10 be equipped with an automatic integrated turbidity and pH sensors capable of shutting the system
11 down if output turbidity or pH exceed preset values. An audible alarm and warning light will be
12 installed on the treatment system to alert the operator in the event of a system failure. The
13 Contractor is encouraged to include a computerized controller to automatically adjust chitosan
14 dosage based on turbidity, flow, and pH.

15 Provide flow and water quality monitoring to ensure discharge thresholds are not violated.
16 Document operations of Stormwater Treatment System. A checklist shall be maintained showing
17 dates, and times of system maintenance, system checks, dates and lot numbers for chemicals
18 added to the system, as well as sediment trap/sump cleaning dates.

19 The only filtration media approved is pre-washed 0.6 mm (#30) crushed silica sand with a mean
20 effective sand size of 0.34 mm and a filtration quality mesh of 230-400. Minimum sand bed
21 depth shall be 18-inches underlain with a minimum of 6-inches of 1-inch) crushed rock. An
22 intermediate mesh-size garnet may be added to enhance performance.

23 The liquid chitosan is most effective in treating stormwater runoff with a pH between 6.5 and
24 8.5. If pH limits are outside the above limit, neutralization is required prior to the use of liquid
25 chitosan. Dosage is dependent upon introduction time, operational flow rate and turbidity. The
26 dosage range chitosan acetate shall not exceed manufacturer's recommendations or the
27 conditions applicable to its General Use Level Designation. Jar tests will be conducted, as
28 needed, to confirm the dosage level of liquid chitosan.

29 The liquid-chitosan metering pump, liquid chitosan concentrate, and CESF system
30 instrumentation shall be enclosed in a secure, covered structure maintained at a temperature
31 above 40 degrees Fahrenheit with a locking door. The liquid chitosan concentrate, metering
32 pump, and related tubing shall be kept in secondary containment area. The metering pump
33 pressure tubing shall have an anti-siphon valve. Chitosan injection shall be performed with an
34 LMI-brand C77, high Viscosity pump head, electric metering pump, or equivalent. The metering
35 pump discharge tubing shall have an anti-siphon valve. The liquid chitosan-metering pump shall
36 be capable of maintaining a minimum 12 -gallons per hour gph at 80 psi.

37 The CESF system shall include a flow-regulating valve on the input to and output of the sand
38 filter. These regulating valves will reduce the maximum output of the pump as required and
39 facilitate proper backwash.

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1 All influent and treated effluent piping shall be provided and sized in accordance with the
2 manufacturer's recommendations.

3 General Use Level Designations have been issued for systems discharging chitosan acetate
4 treated water from holding ponds to surface water by Natural Site Solutions and by HaloSource
5 for CESF technology utilizing StormKlear™ LiquiFloc™ Chitosan Acetate; by Dungeness
6 Development Associates for CESF technology utilizing ChitoVan™ Chitosan Acetate; and by
7 Clear Creek Systems Inc. utilizing Flocclear™ Chitosan Acetate.

8 The Contractor shall provide one or more generators or other uninterruptible power source as
9 necessary to operate all pumps and other electric components concurrently.

10 The Contractor shall design and implement the Chitosan Enhanced Sand Filtration to be capable
11 of treating contaminated groundwater as well as water seeping out of stockpiled or other
12 contaminated soils.

13 **Enhanced Contaminated Groundwater Water Quality Treatment**

14 This Work includes designing, placing, operating, monitoring, maintaining, relocating and
15 removing components used for treating contaminated groundwater and/or water seeping from
16 contaminated soils. The enhanced erosion control water quality treatment must be used to
17 remove sediment, turbidity, and other pollutants from uncontaminated and contaminated
18 groundwater, stormwater, prior to discharge.

19 Groundwater and surface water quality information for this project is available from: Phase I,
20 and II Environmental Site Assessment Report, Volume I (August 2009, and September 2009).
21 The Information Package includes the following:

- 221. 1. Groundwater analysis from the project area.
- 232. 2. Surface water quality analysis for the Duwamish Waterway.

24 **Submittals**

25 At least 70 calendar days before dewatering activities start, the Contractor shall submit a
26 dewatering and discharge plan (DDP) that includes:

- 27 1. Title sheet
- 28 2. Table of contents
- 29 3. Certification and approval sheet (Section 100 of the Preparation Manual)
- 30 4. Amendment log and format (Section 200 of the Preparation Manual)
- 31 5. Description and schedule of the dewatering and discharge operations
- 32 6. Treatment system description and components
- 33 7. Anticipated flow rates

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- 1 8. Operation and system maintenance procedures and example maintenance log
- 2 9. Field-recorded data, visual inspection, and calibration procedures and example logs
- 3 10. Measuring equipment descriptions
- 4 11. Working drawings for dewatering and discharge operations

5 The Contractor shall also prepare and submit a Coagulant Prevention Plan (CPP) with the DDP.
6 The CPP must include:

- 7 1. Description of the best management practices (BMPs) to prevent accidental spillage,
8 overfeeding into the treatment system, or other mishandling of coagulant agents.
- 9 2. Monitoring plan for all coagulant or flocculant agents to be used.
- 10 3. Description of the agent (chemical and trade name description).
- 11 4. Determination of acute and chronic toxicity for aquatic organisms conforming to EPA
12 methods for the agents.
- 13 5. Monitoring proposal to detect residual agent at concentrations at or below established
14 acute toxicity levels for freshwater and marine conditions for that agent.
- 15 6. Copy of the documentation showing Washington Department of Ecology (WDOE)
16 approval of the DDP/CPP and approval of the chemical coagulants or in-line
17 flocculants proposed. Contractor shall obtain approval of the DDP/CPP from the
18 WDOE at least 30 calendar days prior to construction activities.

19 When in use, the Contractor shall provide a daily inspection report. The report form shall
20 include discharge volumes, water quality monitoring records, and discharge point information.
21 The following information shall be included in the report:

- 22 1. Date and time
- 23 2. Weather conditions including wind direction and velocity
- 24 3. Presence or absence of water fowl or aquatic wildlife
- 25 4. Color and clarity of the effluent discharge
- 26 5. Erosion or ponding downstream of the discharge site
- 27 6. Photographs labeled with the time, date, and location

28 The treatment system must be capable of removing metals, organic chemicals, sediment and
29 turbidity-producing suspended solids. Water discharge must meet WDOE permit, pH, and
30 temperature requirements. Primary and secondary treatment may be required, or the design of
31 the Chitosan Enhanced Sand Filtration may require combined use of the various treatment
32 components in series to achieve effective treatment. The Chitosan Enhanced Sand Filtration shall
33 be able to remove sediment and turbidity producing suspended solids. Methods may include
34 desilting basins, settling tanks, sediment traps, gravity bag filters, sand media filters, pressurized

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1 bag filters, cartridge filters, chemical coagulants (including in-line flocculants), temporary
2 holding tanks, and/or any combination of these systems to provide primary and secondary
3 treatment.

4 The Contractor shall provide WDOE approved materials to Adjust pH or dissolved oxygen by
5 Provide pumps and piping to convey the water from the point of dewatering to the treatment
6 system and to the point of discharge and use a flow meter to measure all discharges from
7 dewatering operations.

8 **Operation**

9 Water quality limits must comply with the receiving water limitations monitoring and discharge
10 effluent limitations monitoring requirements under section titled "Monitoring" of these special
11 provisions. If observations and measurements confirm the water quality limits are exceeded:

123. 1. Stop the discharge immediately.

134. 2. Notify the Project Engineer.

145. 3. Start corrective measures to modify, repair, or replace the equipment used to
15 discharge treated water.

16 After the Project Engineer inspects and accepts corrective measures:

176. 1. Resume dewatering and discharge operations

187. 2. Start startup-phase sampling requirements before regular-phase sampling
19 requirements

208. 3. Start regular-phase sampling requirements

21 **Monitoring**

22 Comply with the manufacturer's instructions for all calibrations of the flow meter. While the
23 active treatment system is in operation, perform:

249. 1. Receiving water limitations monitoring. In the receiving storm water drainage
25 system, the discharge must not cause:

26 a. Downstream turbidity to increase to more than 50 Nephelometric Turbidity Units
27 (NTU) if the natural background turbidity is less than 50 NTU.

28 b. Downstream turbidity to increase more than 10 percent above the natural
29 background turbidity if the natural background turbidity is 50 NTU or greater.

30 c. Normal ambient temperature to be altered more than 5 degrees F.

31 d. Normal ambient pH to fall below 6.5, exceed 8.5, or change more than 0.5 units.

32 e. Dissolved oxygen concentration to fall below 5.0 mg/L.

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110. 2. Discharge effluent limitations monitoring. The water to be discharged (effluent) must
2 comply with the following:
- 3 a. Discharged water turbidity must not be greater than 50 Nephelometric Turbidity
4 Units (NTU).
 - 5 b. pH of the discharged water must be from 6.5 to 8.5.
 - 6 c. Discharged water must not contain chlorine in excess of 0.02 mg/L (instantaneous
7 maximum).
- 8 3. Inspect Chitosan Enhanced Sand Filtration
- 9 a. Daily if dewatering work occurs daily
 - 10 b. Weekly if dewatering work does not occur daily

11 **Maintenance**

12 Maintain the various components to prevent leaks and provide proper function. If a component
13 of the dewatering equipment is not functioning properly, discontinue the dewatering operation
14 and repair or replace the component.

15 Sediments removed from uncontaminated areas during maintenance of the treatment system
16 must be dried, distributed uniformly, and stabilized at a location within the project limits
17 approved by the Project Engineer.

18 8-01.3(18) **CONTAMINATED WATER TREATMENT**
19 **(NEW SECTION)**

20 **Contaminated Water**

21 All water from the cofferdams and upland areas shall be treated for water quality standards for
22 freshwater in Chapter 173-201A WAC: pH 6.5-8.5, fecal colliform of 200 colonies/100 ml, total
23 dissolved gas 110 percent of saturation, 10 NTU over background when the background is 50
24 NTU or less; or a 20 percent increase in turbidity when the background turbidity is more than 50
25 NTU; dissolved oxygen 6.5mg/L, 63.5 degrees F or an increase of .54 degrees F if over 63.5
26 degrees; metals shall not exceed background levels; and total petroleum hydrocarbons < 5mg/l.
27 Toxic substances in excess of WAC 173-201A-040 standards shall not be discharged to surface
28 waters. If these criteria are exceeded the Contractor shall stop discharge to the river and adjust
29 the treatment system, no additional compensation shall be provided. If Contractor elects to
30 discharge contaminated water into the public sanitary sewer system, Contractor shall obtain
31 Stormwater Discharge Permit from the City of Seattle.

32 **Contaminated GroundWater**

33 Contaminated groundwater removed as part of the construction trenching, excavation, or other
34 construction activities shall be pumped to a containment “vessel/tank” and discharged

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1 appropriately. Contaminated groundwater may be transported and disposed of at a certified
2 facility capable of treating the hazardous material, and/or treated in the Chitosan Enhanced Sand
3 Filtration and discharged according to permit regulations. Contractor shall obtain City of Seattle
4 approval and permits to discharge into the sewer system.

5 **8-01.3(19) SPILL PROTECTION NETTING**
6 **(NEW SECTION)**

7 The Contractor shall install spill protection netting with a maximum opening size of 1 inch by 1
8 inch to enclose all in-water work areas that could generate debris and/or turbidity in the water.

9 The spill protection netting shall be Contractor furnished and is intended to prevent large and
10 small particles from falling into the water during demolition or construction activities.

11 Stormwater may be allowed to drain through the netting, but silts, debris, and other objects shall
12 not be allowed to escape the netting. This Work includes all maintenance, removal, and
13 replacement as necessary to prevent particulate deposition into the river.

14 Maintain spill protection net during the duration of Work. Inspect every working day in the
15 morning. Patch or replace damaged sections within 24 hours of discovery. At no time shall work
16 over a torn section be allowed.

17 Remove Spill protection net upon completion of in-water work.

18 **8-01.3(20) INTERCEPTOR DITCH**
19 **(NEW SECTION)**

20 Interceptor ditch shall be constructed as indicated on Plans.

21 Interceptor ditch bottom and sides shall be lined with quarry spalls and the quantity of Quarry
22 spalls used for the lining shall be considered included in the unit bid price for interceptor ditch as
23 in accordance with Section 9-13.6.

24 Check dams shall be installed along the length of the interceptor ditch as indicated in the plans.

25 Check dams shall be rock in accordance with Section 8-01.3(6)B.

26 **8-01.3(21) DEBRIS CONTAINMENT SYSTEM**
27 **(NEW SECTION)**

28 A woven geotextile (moderate survivability) for underground drainage on top of a 40 mill
29 construction geotextile for underground drainage shall be constructed under the decking to
30 contain debris on the temporary trestles. The fabric and liner shall be supported, maintained
31 overlapped, and tears shall be patched. The fabric and liner shall and drain back to land and
32 runoff shall be collected for sediment removal. All piping, treatment, hauling, pumping materials,
33 and labor to install and maintain the debris containment system shall be considered part of this
34 bid item. This bid item also includes the fabrication relocation, maintenance of erosion control
35 aprons that shall be used to prevent material from falling into the river while excavation,
36 constructing, backfilling, and draining the cofferdams.

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1 During excavation of material from within the caissons, the Contractor shall use spill prevention
2 aprons to prevent debris, soil, silt or other material from falling into the waterway.

3 **8-01.3(22) TEMPORARY SEDIMENT CONTROL SHEETING**
4 **(NEW SECTION)**

5 The Contractor shall provide a design and shop drawings that shall be sealed by a Structural
6 Engineer and approved by the Project Engineer for shoring and preventing river water from
7 entering the work area. The Contractor shall provide all materials, labor, and equipment to
8 install and maintain a leak proof barrier to perform work and prevent sediment from entering the
9 river. The sheeting shall be installed at low tide to avoid fish entrapment.

10 At no time shall the temporary sediment control sheeting block stormwater runoff discharging
11 from existing outfalls. Sheeting may block outfalls if the Contractor installs temporary piping to
12 divert the outfalls downstream.

13 **8-01.3(23) FLOATING TURBIDITY CURTAIN**
14 **(NEW SECTION)**

15 This Work consists of the potential need for installation of a Floating Turbidity Curtain to deter
16 silt suspension and movement of silt particles during temporary pile and pier protection removal,
17 pier protection construction, outfall construction, and shoreline construction activities. Any area
18 where it is not feasible to construct Temporary Sediment Control Sheeting and work will
19 potentially cause sediment suspension into the waterway, a floating turbidity curtain shall be
20 installed to contain the sediment. The floating turbidity curtain shall be constructed as required
21 by the approved submittal and according to the Manufacturer's recommendations. The curtain
22 material shall be made of a tightly woven nylon, plastic, or other non-deteriorating material
23 meeting the following specifications:

24 Grab Tensile Strength for machine direction (md)-370-lbs, cross machine direction (cd)-250 lbs,
25 and Mullen burst strength of 480 psi minimum. The trapezoidal tear strength shall be md-100 lbs
26 and cd-60 lbs minimum. The apparent opening shall be size 70 US standard sieve with a percent
27 open area of 4% and 0.28 sec-1 permittivity.

28 The curtain material shall be supported by a floatation material having over 29 lbs/ft buoyancy.
29 The floating curtain shall have a minimum 5/16" galvanized chain as ballast and minimum dual
30 5/16" galvanized wire ropes with a heavy vinyl coating as load lines.

31 The Contractor shall maintain the Floating Turbidity Curtain in satisfactory condition until its
32 removal is requested by the Project Engineer. The floating system shall maintain bottom contact.
33 Once removed, the Floating Turbidity Curtain shall be relocated and re-used at other locations
34 within the project limits.

35 **8-01.4 MEASUREMENT**

36 The thirteenth paragraph in this section is deleted and replaced with the following:

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1 Seeding, fertilizing, liming, mulching, mowing, and soil binder or tacking agent will be
2 measured in acres by ground slope measurement or through the use of design data. When shown
3 in the proposal as a lump sum item no specific unit of measurement will apply to the item of
4 seeding, fertilizing, and mulching.

5 The following is added at the end of this section:

6 Chitosan Enhanced Sand Filtration will be measured per lump sum and Contaminated
7 Groundwater Treatment will be considered included in Chitosan Enhanced Sand Filtration.

8 Spill Protection Netting will be measured per square yard.

9 Interceptor ditch will be measured per linear foot along the ground line of the completed ditch.

10 Debris Containment System shall be measured per square yard.

11 Temporary Sediment Control Sheeting per linear foot.

12 Floating Turbidity Curtain per linear foot.

13 **8-01.5 PAYMENT**

14 The fifth paragraph in this section is deleted and replaced with the following:

15 Removal of erosion and water pollution control devices including removal and disposal of
16 sediment, stabilization and rehabilitation of soil disturbed by these activities, and any Work
17 deemed necessary by the Project Engineer to control erosion and water pollution will be
18 considered included in the bid items and unit bid prices. Only maintenance will be paid by force
19 account in accordance with Section 1-09.6.

20 The following is added at the end of this section:

21 "Seeding, Fertilizing and Mulching", per acre.

22 "Chitosan Enhanced Sand Filtration", per lump sum.

23 The lump sum Contract price for "Chitosan Enhanced Sand Filtration" shall be full pay for
24 installing and operating the Chitosan Enhanced Sand Filtration stormwater treatment system
25 during the duration of the Work then removal from the site after it is determined to be no longer
26 needed. This includes configuring the conveyance or transfer system between the plant and
27 storage tank or other BMPs as well as site preparation, connection piping, pre-treatment weir
28 tanks, sand filter backwashing, and operator training, start-up testing, maintenance, equipment
29 rental, and materials necessary to provide a fully functional facility. This includes stormwater
30 treatment system operation and monitoring as well as power, chemicals, chitosan, and waste and
31 backwash removal during operation.

32 "Spill Protection Netting ", per square yard.

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1 The unit Contract price for "Spill Protection Net" shall include installation, maintenance, repair,
2 removal and disposal of Spill Protection Net.

3 "Interceptor Ditch", per linear foot.

4 The unit Contract price for "Interceptor Ditch" shall include all costs associated with
5 constructing, maintaining, and removing the interceptor ditch and check dams within the ditch.

6 "Debris Containment System", per square yard.

7 "Temporary Sediment Control Sheeting", per linear foot.

8 The unit Contract price for Temporary Sediment Control Sheeting shall include all work, labor,
9 materials, and equipment to provide temporary piping, and pumps to divert stormwater from the
10 outfalls, or behind the "Temporary Sediment Control Sheeting".

11 "Floating Turbidity Curtain", per linear foot.

12 The unit Contract price for "Floating Turbidity Curtain" shall be full pay for the actual number of
13 Linear Feet of curtain installed as specified and accepted. Such price and payment will be full
14 compensation for the Work as described in this section including but not limited to furnishing all
15 materials, tools, equipment, and all incidentals necessary to complete the Work.

16 **8-12 TEMPORARY CHAIN LINK FENCE**

17 **8-12.1 DESCRIPTION**

18 The first sentence is revised to read:

19 This Work consists of furnishing and constructing temporary fence as specified in the Plans,
20 these specifications, and the Standard Plans at the locations shown in the Plans.

21 **8-12.2 MATERIALS**

22 The following is added at the end of this section:

23 Temporary chain link fence shall meet the material requirements for Chain Link Fence Type 3.

24 **8-12.3 CONSTRUCTION REQUIREMENTS**

25 The section is revised to read as follows:

26 Temporary chain link fence shall remain in place upon completion of work and shall become
27 property of King County.

28 **8-12.3(1) A Posts**

29 The following is added at the end of this section:

30 Posts for temporary fence shall not be anchored to the ground or the bridge. Posts shall be
31 anchored with base plates or inserted in precast concrete.

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1 The Contractor shall not affix temporary fence to the existing bridge unless directed by Engineer.

2 **8-12.4 MEASUREMENT**

3 The following is added at the end of this section:

4 Temporary chain link fence will be measured by the linear foot of completed fence, along the
5 ground line, exclusive of openings. Corner and pull posts for the temporary fences are included
6 as part of this bid item and will not paid for separately.

7 **8-12.5 PAYMENT**

8 The following is added at the end of this section:

9 “Temporary Chain Link Fence”, per linear foot.

10 **8-02 ROADSIDE RESTORATION**

11 **8-02.1 DESCRIPTION**

12 The following is added at the end of this section:

13 This Work shall consist of removing and disposing of buried man-made or manufactured debris
14 that may be encountered during soil amendment incorporation included in the Contract. Such
15 debris shall be removed to a maximum depth of two feet. The excavated debris shall be removed
16 from the project site to an approved disposal facility.

17 **8-02.3(1) RESPONSIBILITY DURING CONSTRUCTION**

18 The following is added at the end of this section:

19 For all planting areas, the Contractor shall perform work in a manner that minimizes
20 displacement and compaction of the existing soil. Work will be stopped if, in the opinion of the
21 Project Engineer, construction method, soil moisture content or other condition will result in
22 displacement of the existing soil horizon (such as ruts over 3 inches deep), or compaction of the
23 soil. The Contractor will not be allowed to resume work until conditions improve or an alternate
24 method of construction is approved by the Project Engineer.

25 **8-05 HABITAT STRUCTURES**
26 **(NEW SECTION)**

27 **8-05.1 DESCRIPTION**

28 This Work shall consist of furnishing, installing and constructing various habitat structures as
29 detailed and as shown in the Plans.

30 **8-05.2 MATERIALS**

31 **Log with Rootwad**

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1 Log with rootwad shall be a 20-foot long trunk of a native coniferous tree species, 18-inch
2 minimum trunk diameter, free of branches, with bark and roots intact. The root spread shall be a
3 minimum of 4 feet. Roots shall be free of rocks and soil.

4 **Source of Material**

5 The Contractor shall submit the source(s) of materials for habitat structures to the Project
6 Engineer for approval at least 14 calendar days prior to use.

7 **8-05.3 CONSTRUCTION REQUIREMENTS**

8 The Contractor shall exercise care when installing habitat structures to ensure that the method of
9 installation minimizes disturbance of waterways and prevents sediment or pollutant discharge
10 into water.

11 Placement of the habitat structure shall be according to the following:

12 **Log with Rootwad**

13 Place the log with rootwad in a stable position on the ground surface.

14 **8-05.4 MEASUREMENT**

15 Log with rootwad will be measured per each.

16 **8-05.5 PAYMENT**

17 Payment will be made in accordance with Section 1-04.1 for the following:

18 "Log With Rootwad", per each.

19 **8-40 SALVAGE CONTROL CONSOLE**
20 **(NEW SECTION)**

21 **8-40.1 DESCRIPTION**

22 This Work consists of removing, salvaging, and delivering one complete, intact Control Console.

23 **8-40.2 MATERIALS - VACANT**

24 **8-40.3 CONSTRUCTION REQUIREMENTS**

25 The Contractor shall be responsible for handling, removing and delivering the Control Console
26 to King County, ensuring all components are protected against damage during both removal and
27 delivery.

28 The Contractor shall inform the Project Engineer 14 calendar days prior to the intended removal
29 of the Control Console.

30 Work items include the following:

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- 1 1. Select, in the presence of the Project Engineer, one (1) existing Control Console to be
2 salvaged;
- 3 2. Transport the salvaged Control Console to King County within a twenty (20) mile
4 radius as directed by the Project Engineer; the Contractor shall coordinate the
5 delivery of the console with the Project Engineer.

6 **8-40.4 MEASUREMENT**

7 Salvage control console will be measured per lump sum to include all Work items as described in
8 8-39.5.

9 **8-40.5 PAYMENT**

10 Payment will be made in accordance with Section 1-04.1, for the following Bid item:

11 “Salvage Control Console”, per lump sum.

12 The unit Contract price for “Salvage Control Console” shall be full pay for all costs in
13 connection with furnishing all materials, labor, tools, and equipment necessary for the removal
14 and delivery to King County, including traffic control and all other items necessary for the Work
15 whether or not such work is shown or specified.

16 **8-41 VACANT**

17 **8-42 ROOT BARRIER**
18 **(NEW SECTION)**

19 **8-42.1 DESCRIPTION**

20 This Work consists of installing root barrier in accordance with the manufacturers written
21 recommendations and these specifications, and as shown in the Plans.

22 **8-42.2 MATERIALS**

23 Materials shall meet the requirements of the following:

- 24 1. Tree Root Control Barrier, recyclable, high density polypropylene or polyethylene
25 plastic with ultra-violet inhibitors and a mean thickness of 0.08”, as manufactured
26 by Root Solutions, San Rafael, CA, 1-800-554-0914; www.vesproinc.com.
- 27 2. Century Root Barrier, as manufactured by Century Products, Anaheim, CA, 1-714-
28 632-7083; www.centuryrootbarrier.com.
- 29 3. DeepRoot Tree Root Barrier, as manufactured by Deep Root Urban Solutions;
30 Contact: Berkey Supply, Inc., Woodinville, WA, 1-425-487-3310;
31 www.berkeysupply.com.
- 32 4. Approved equal.

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1 **8-42.3 CONSTRUCTION REQUIREMENTS**

2 The Contractor shall be responsible for providing the root barrier and all other materials
3 necessary for the complete installation of the product. The Contractor shall be responsible for
4 ensuring that all materials are protected from damage during offloading, handling, storing, and
5 installation of the root barrier product.

6 Work items include the following:

7 1. Install tree root control barrier as recommended by manufacturer before tree
8 installation.

9 2. Root barrier shall be installed linearly along the adjacent paving edge, with panels
10 firmly connected, and one-half (1/2) inch above the finish grade.

11 **8-42.4 MEASUREMENT**

12 Root barrier will be measured per linear foot to include all Work items as described in 8-42.5.

13 **8-42.5 PAYMENT**

14 Payment will be made in accordance with Section 1-04.1, for the following Bid item:

15 “Root Barrier”, per linear foot.

16 The unit Contract price for “Root Barrier” shall be full pay for all costs in connection with
17 furnishing all materials, labor, tools, and equipment necessary for the installation of the product,
18 and traffic control, including all other items necessary for the Work whether or not such work is
19 shown or specified.

20 **8-43 SALVAGE GENERATOR ENGINE**
21 **(NEW SECTION)**

22 **8-43.1 DESCRIPTION**

23 This Work consists of removing, salvaging, and delivering the existing emergency power
24 generator engine and associated apparatus presently located in the north bascule pier of the
25 existing bridge.

26 **8-43.2 MATERIALS - VACANT**

27 **8-43.3 CONSTRUCTION REQUIREMENTS**

28 No specific materials are required for this Work other than the equipment necessary for the
29 removal and delivery of the salvaged item. The Contractor shall be responsible for handling,
30 removing and disposing of fuel within the fuel storage tank, removing and delivering the
31 generator engine to King County, ensuring all components are protected against damage during
32 both removal and delivery.

33 The Contractor shall inform the Project Engineer 14 calendar days prior to the intended removal
34 of the Generator Engine.

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1 Work items include the following:

- 2 1. Provide written description of process and timing for complete removal and delivery
3 of the Generator Engine;
- 4 2. Remove any fuel present in the existing fuel storage tank.
- 5 3. Remove the generator engine and associated components necessary to operate the
6 engine including but not limited to, support frame, radiator, exhaust system, engine
7 starting equipment and engine controls.
- 8 4. Hermetically seal all openings to the engine including exhaust, intake, engine oil fill
9 ports and engine breathing apparatus.
- 10 5. Crate the generator engine and all associated components on timber crate(s) with
11 provisions to allow fork lift forks to fit below the crates.
- 12 6. Seal crate(s) with two layers of clear 6 mil polyethylene sheeting.
- 13 7. Transport the salvaged generator engine and associated components to King County
14 within a twenty (20) mile radius as directed by the Project Engineer; the Contractor
15 shall be responsible for coordinating the delivery location and timing.
- 16 8. Unload generator engine at the King County facility and place as directed by the
17 Project Engineer.

18 **8-43.4 MEASUREMENT**

19 Salvage generator engine will not be measured but paid on a lump sum basis.

20 **8-43.5 PAYMENT**

21 Payment will be made in accordance with Section 1-04.1, for the following Bid item:

22 “Salvage Generator Engine”, per lump sum.

23 The unit Contract price for “Salvage Generator Engine” shall be full pay for all costs in
24 connection with furnishing all materials, labor, tools, transportation and equipment necessary for
25 the removal and delivery to King County and all other items necessary for the Work whether or
26 not such work is shown or specified.

27 **8-44 WILDLIFE PREDATION STRUCTURE**
28 **(NEW SECTION)**

29 **8-44.1 DESCRIPTION**

30 This Work consists of installing a netted structure over all wetland emergent plants.

31 **8-44.2 MATERIALS**

32 Materials shall meet the requirements of the following:

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- 1 8-44.2(1) **REINFORCING STEEL**
2 Reinforcing steel shall meet the requirements of the Section 9-07.
- 3 8-44.2(2) **NETTING**
4 Netting shall be knotless made from High Tenacity Polypropylene (HTPP). Cord diameter shall
5 be 1/8 inch (3mm) with 1 ¾ inch (45mm) square opening between mesh joints. HTPP materials
6 shall have extra UV stabilizers added. Color shall be white.
- 7 8-44.2(3) **NYLON CORD**
8 Nylon cord shall be ¼ inch (6.25mm) round, white solid braid weave.
- 9 8-44.2(4) **WIRE STAPLES**
10 Wire staples should be made of minimum 11 gauge galvanized steel wire and shall be U-shaped
11 with 11 in. legs and maximum 1 in. crown. Wire staples shall hold down the lower perimeter
12 cord/net and be driven flush to the soil surface. Staples are located and spaced as shown on the
13 plans.
- 14 8-44.2(5) **SILVER FLAGGING TAPE**
15 Silver flagging tape shall be 2 – 3 inch wide non-adhesive, flexible, metalized plastic flagging
16 tape. Movable ends on either side of knot shall be min 12 inches.
- 17 8-44.2(6) **NETTING TIE WIRE**
18 Netting tie wire shall be 16 gauge black annealed rebar tie wire.
- 19 8-44.2(7) **REBAR SAFETY CAPS**
20 Rebar safety caps shall be orange colored, square topped, OSHA approved plastic caps sized for
21 #4 rebar.
- 22 8-44.2(8) **EARTH ANCHORS**
23 Earth anchors shall be as indicated on the Plans.
- 24 8-44.3 **CONSTRUCTION REQUIREMENTS**
25 Include the Wildlife Predation Structure in the Baseline Project Schedule and update those
26 activities as the project progresses.
- 27 8-44.4 **MEASUREMENT**
28 Wildlife predation structure will not be measured but paid for on a lump sum basis.
- 29 8-44.5 **PAYMENT**
30 Payment will be made in accordance with Section 1-04.1, for the following Bid item:
31 “Wildlife Predation Structure”, per lump sum.

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- 1 The unit Contract price for “Wildlife Predation Structure” shall be full pay for all costs in
- 2 connection with furnishing all materials, labor, tools, and equipment necessary for the
- 3 installation of the product including all other items necessary for the Work whether or not such
- 4 work is shown or specified.