

SPECIAL PROVISIONS & APPENDIX

SE 416th Street Recycled Asphalt Shingles (RAS) Paving Demonstration

These Special Provisions were drafted by King County for the [2009 Paving Demonstration](#) contract and include HMA specifications (Sections 5-04, 5-06) as well as RAS specifications (Section 9-24). The Appendix, which contains relevant documents, is also included. The RAS specifications in Section 9-24 is a bit different from the more current 2012 RAS Specification Guidelines in terms of asbestos testing and process requirements. The material quality standards are the same.

These Special Provisions are intended to serve as an example for agencies interested in specifying and contracting for the use of RAS in HMA.

The Washington State Department of Transportation is working with the paving industry to develop a 2012 Special Provisions to allow increased recycled material -- including asphalt shingles -- in select 2012 paving contracts. The state Special Provisions are currently under review by the paving industry and will be available to interested agencies in early 2012.

For more information on King County's 2009 Special Provisions and the [Washington State effort](#) or to receive a copy of the 2012 RAS Specification Guidelines, please contact Kris Beatty at 206-296-3740 or Kris.Beatty@kingcounty.gov.

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SE 416th STREET OVERLAY: SHINGLES IN PAVING DEMONSTRATION

**Contract No. C00455C09
Project No. M78030**

Volume 1 of 1

**Proposal Requirements & Forms
Special Provisions
Appendices
Contract Drawings**

June 2009



King County

Department of Transportation
Road Services Division

SPECIAL PROVISIONS



King County

SPECIAL PROVISIONS

SE 416th Street Overlay: Shingles in Paving Demonstration

Contract No. C00455C09

Project No. M78030

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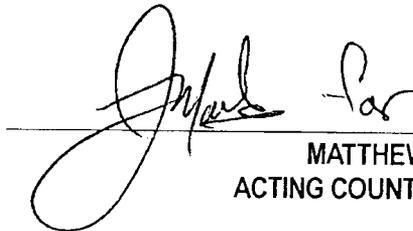
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King County
KING COUNTY DEPARTMENT OF TRANSPORTATION
ROAD SERVICES DIVISION
201 South Jackson Street
Seattle, WA 98104-3856

**SE 416th Street Overlay:
Shingles in Paving Demonstration**
Contract #: C00455C09
Project #: M78030

APPROVED FOR CONSTRUCTION



DATE: 6/8/09

**MATTHEW NOLAN P.E.
ACTING COUNTY ROAD ENGINEER**

As the Engineer in direct responsible charge of developing these contract provisions, I certify these provisions have been developed or incorporated into this project under my supervision or as a result of certified specifications provided by other licensed professionals.



**James P. Eagan, P.E.
Managing Engineer**



King County

SPECIAL PROVISIONS

SE 416th Street Overlay: Shingles in Paving Demonstration

Contract No. C00455C09

Project No. M78030

GENERAL REQUIREMENTS

INTRODUCTION

The following Special Provisions in conjunction with the 2008 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.

IMPORTANT NOTES REGARDING THIS PROJECT

This is a paving project to demonstrate the use of recycled asphalt shingles (RAS) with reclaimed asphalt pavement (RAP) in hot mix asphalt pavement (HMA). As a demonstration project, King County's goals extend beyond the physical construction and overlay of the above noted roadway.

1. This ITB is issued by the King County Department of Transportation (KCDOT) for the purpose of selecting a paving contractor for the *SE 416th Street Overlay: Shingles in Paving Demonstration*. The King County Solid Waste Division (KCSWD) initiated the *Shingles in Paving Demonstration* to demonstrate the successful use of post-consumer RAS, together with RAP, in HMA. Use of 3 to 5% RAS, together with about 15% RAP, has been proven in other states to be the most successful mix ratio in HMA. This recycling application for RAS derived from tear-off asphalt shingle scrap recovers the value of asphalt, aggregates and fiber in shingles that would otherwise be wasted and land filled. The project is being implemented by KCSWD in partnership with KCDOT and the Washington State Department of Transportation (WSDOT) as a controlled study. The project includes specific material sampling and testing protocols to help fully document the performance of post-consumer RAS in HMA.
2. This is a demonstration project and long-term performance study of a recycled material. In order to meet the long-term goals of this demonstration project and to limit the number of variables being studied, it is essential that all means and methods involved in the manufacture and placement of HMA be consistent for all four pavement test

SE 416th Street Recycled Asphalt Shingle (RAS) Paving Demonstration

sections. The only variable will be the HMA mix. Therefore, the Contractor is hereby notified that the same means and methods, plant, equipment, and personnel shall be employed for all operations involved in the mixing, placement, and compaction of all four pavement test sections. The Contractor is required to provide the County with a minimum of two (2) working days prior written notice of any change in means and methods, plant, equipment, and personnel used on the project. The Contractor shall not be allowed to make any such changes without the County's prior written consent. See also Section 5-04 of these Special Provisions.

3. King County will share information about this demonstration project externally through reports, articles, video, Web page and presentations. As requested, the Contractor shall supply non-proprietary information to King County to help document the demonstration project. The Contractor shall allow photographs and videos to be taken throughout the production and paving process, while providing guidance to the cameraperson to avoid collecting images that would reveal proprietary information or trade secrets. Photographs and video will be used for project documentation and promotional and publicity purposes. King County will permit the Contractor to review all draft content (written and image) for proprietary information in advance of publication or distribution.
4. Bidders shall mark any and all pages of the bid documentation and associated submittals it considers proprietary or confidential accordingly. Once in the County's possession, all such information and documentation shall become the property of King County and may be considered public records under the Washington Public Records Act, RCW 42.17.250 *et seq.* or the Washington Trade Secrets Act and as such may be subject to public disclosure. It is the County's intent, to the extent permitted by law, to keep all such documentation confidential before or after execution of the Contract. If a public disclosure request is made for all, or a portion of, such bid documentation or associated submittals, the County will notify the Bidder submitting the documents of the request and allow the Bidder ten (10) calendar days to take, at its own expense, whatever action is necessary to protect its interests. If a bidder fails to obtain the necessary protections and apprise the County of such actions within said period, the County will release the documentation requested. Notwithstanding the foregoing, all bidders who provide documentation or submittals under this advertised procurement process accept the procedures described above and agree that the County will not be responsible for or liable in any way for any losses that a bidder may suffer from the disclosure of information or materials to third parties.
5. Representatives from KCSWD, KCDOT and WSDOT comprise the Project Team. The Project Team, with help from a Project Advisory Group, produced the ***Specifications for recycled asphalt shingles (RAS) derived from tear-off asphalt shingle scrap (RAS Specifications)*** included as Section 9-36 of these Special Provisions. These specifications provide the technical standards required to source, grind, and test RAS material for the *SE 416th Street Overlay: Shingles in Paving Demonstration*. In addition, the Project Team produced the modified *HMA Specifications* included in Section 5-04 and 5-06 of these Special Provisions. These specifications provide the technical standards (e.g., mix ratios) for introducing RAS and RAP into HMA. The *RAS* and *HMA Specifications* outlined here are **not** intended to be used as permanent materials standards or ongoing specifications. The results of the 2009 paving demonstration project will help determine how such specifications will be developed in the future.
6. More background information about the *Shingles in Paving Demonstration* can be found at <http://your.kingcounty.gov/solidwaste/linkup/shingles/paving-demo.asp>.

DESCRIPTION OF WORK

This project provides for the improvement of approximately two miles of roadway in South King County by planing bituminous surfaces, removing raised pavement markers, rumble strips, and plastic traffic markings, paving with HMA mixes that include RAP and RAS, placing crushed surfacing, erosion control and other work, all in accordance with the attached Plans, these Special Provisions, the Standard Specifications, the KCRS, and the APWA/WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-01 DEFINITIONS AND TERMS**1-01.3 DEFINITIONS**

The definition for "Contracting Agency" is deleted and replaced with the following:

Contracting Agency

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

The definition for "Engineer" is deleted and replaced with the following:

Engineer

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

The following definitions are added to this section:

Change Order

A document required by the Engineer which authorizes an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the effective date of the Agreement.

Contract Documents

The terms "Contract Documents" shall have the same meaning as Contract.

County

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

Notice to Proceed

The written notice by the County to the Contractor establishing the date on which the Contract Time will commence and on which date the Contractor shall be permitted to begin performance of the Contractor's obligations under the Contract Documents.

Performance and Payment Bond

The definition is the same as that provided for the term "Contract Bond." If a bond is submitted, the Contractor will be required to submit a performance and payment bond, in triplicate, on the County provided form within 10 calendar days of receipt of Notice of Selection.

Tear-off asphalt shingles (also referred to as "tear-off asphalt shingle scrap")

Previously used asphalt shingles derived primarily from re-roofing projects whereby the old shingle layers are removed to prepare the roof surface for new shingles and / or other roofing materials.

Reclaimed Asphalt Pavement (RAP): (sometimes referred to as "recycled asphalt pavement")

Ground, screened product derived from old bituminous paving surfaces. Alternative sources of RAP can include either: bituminous chunks of pavement (i.e., not milled); and / or millings from on-site grinding / reclamation equipment.

Recycled Asphalt Shingles (RAS)

The finished product derived from crushing, grinding, screening and otherwise processing tear-off asphalt shingles. RAS is most often processed into a form ready for use in hot-mix asphalt plants.

Paving Contractor" (or "Contractor")

SE 416th Street Recycled Asphalt Shingle (RAS) Paving Demonstration

The company, under contract to the Contracting Agency, which will be responsible for securing a supply of recycled asphalt shingles (RAS) meeting the RAS Specification (Section 9-36), and installing overlay conventional and RAS-modified hot mix asphalt paving for the *SE 416th Street Overlay: Shingles in Paving Demonstration*.

Asphalt Shingle Recycling Operator (or “Shingle Recycling Operator”)

The company, or companies, that receive tear-off asphalt shingle scrap, transform it into a finished RAS product and supply it to the Contractor. The Contracting Agency understands that the Contractor may also be the Shingle Recycling Operator.

Asphalt shingle recycling facility (or “Recycling Facility”)

The physical plant (or plants) where tear-off asphalt shingles are received, processed into a finished RAS product, tested and stockpiled. This may include separate transfer locations.

Asbestos containing material (or “ACM”)

Any material containing more than 1% asbestos as defined by WAC 296-62-07703.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 PREQUALIFICATION OF BIDDER

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

1-02.1 QUALIFICATIONS OF BIDDER

Responsibility Evaluation

The Bidder shall demonstrate to the satisfaction of King County that the Bidder's team is qualified to perform the work under this Contract and therefore responsible. For the Bidder's team to be responsible, the Bidder, Shingle Recycling Operator, Paving Contractor, and designated key personnel must demonstrate an appropriate level of experience, technical competence, and successful past performance of work. An entity of the Bidder's team may perform more than one function. The information requested in this section will assist the County in making such determination.

In the event King County finds the Bidder's qualification information lacking or if the County determines that the Bidder, Shingle Recycling Operator, Paving Contractor and/or project team member(s) are not qualified, the County may reject the Bidder, meet with the Bidder, or request additional information. Timeliness of Contract Execution is critical to success of this project; therefore, the County may give a Bidder limited or no opportunity and time to remedy a matter(s) of responsibility before rejecting the bid and going to the next low bidder. Such decisions are the sole discretion of the County.

King County reserves the right to contact references and investigate past performance and qualifications of the Bidder, Shingle Recycling Operator, Paving Contractor and project team members, including contacting third parties and/or the references provided by the Bidder. References may be asked to describe their experience with project team members, Shingle Recycling Operators, Paving Contractors, the Bidder, and/or members of the Joint Venture (JV) or other similar Business Organizational Structure (BOS) such as a partnership or limited liability partnership. Information may be solicited and evaluated on the following subjects: type and features of work; overall quality of project performance and quality of work; experience and technical knowledge and competence of the Bidder and Project Team Members; ability, capacity and skill to perform the Work; compliance with laws, ordinances, and contract provisions; and other information as deemed necessary by the County. Poor reference(s) may be justification to determine a Bidder is not responsible.

For this requirement, the term Bidder includes: (i) the legal entity that signed this bid; or (ii) any member of the JV or BOS provided the member was responsible for managing the day-to-day administrative activities for the referenced projects and is responsible for management of day-to-day activities of this contract.

SE 416th Street Recycled Asphalt Shingle (RAS) Paving Demonstration

To assist King County in the review of the Bidder's qualifications, the Bidder shall provide the information requested below.

- A. The Bidder shall demonstrate that its team possesses the following required elements of responsibility:
1. Own and operate the HMA plant proposed for use on this project;
 2. The ability and capacity of the HMA plant proposed for use on this project to precisely control (a) the relative ratio of the RAP percentage by weight and (b) the relative ratio of the RAS percentage by weight, as these two materials are incorporated into the two HMA mixes;
 3. Successfully paved a minimum of 10,000 tons of HMA on public roadway projects (either new construction or maintenance overlay), incorporating a minimum of 1000 tons of RAP in the HMA mix, within the last two years;
 4. A minimum of six (6) months of experience researching, experimenting, testing, producing, and evaluating each of the following: (a) RAS Material; (b) RAS incorporated into HMA mix for paving.
 5. Successfully completed one or more paving project with a combined total of at least 500 tons of HMA mix that includes the controlled use of RAP and RAS. The HMA need not have been produced at the HMA plant proposed for this project.
 6. An accredited Asbestos Hazard Emergency Response Act (AHERA) inspector on the staff of, or under contract to, the Asphalt Shingle Recycling Operator to inspect for ACM in incoming loads of tear-off asphalt shingle scrap to be used to produce the final RAS product for this project.
 7. The Asphalt Shingle Recycling Operator has the necessary capacity to: (1) receive and store new tear-off asphalt shingle scrap; (2) process the scrap, and; (3) store it in a separate stockpile from other materials.
 8. Ability to meet the time limits identified in the Contract.
- B. The Bidder shall also demonstrate or provide:
1. How it shall self perform work equivalent to at least 70 percent of the Contract Price. The Bidder shall demonstrate this by identifying the work using the specification divisions or sections within a division it intends to perform with its own forces and the estimated dollar amount and percentage to its overall bid amount this itemized work constitutes.
 2. A brief description of the applicable work experience with the elements identified in Section A above for the following key project team members :
 - i. Project Manager
 - ii. Project Superintendent, if different than the Project Manager
 - iii. Designated HMA Plant Operator
 - iv. Designated Asphalt Shingle Recycling Facility Operator
 - v. AHERA Accredited Inspector
 - vi. Road Paving Lead

The above project team members shall be considered Key Personnel and shall actively participate in the project for the duration of the project unless replaced with another person with similar experience. Such replacements shall be approved by the Engineer.
 3. Provide a preliminary project schedule which demonstrates the Bidder's management and understanding of the Contract Work. Provide a schedule in sufficient detail to demonstrate how the Bidder expects to comply with the Contract Milestones and the Substantial Completion date. Include at least the following:
 - a) Activities identified as part of Phase I Preconstruction Activities and Materials Testing found in Section 1-09.8 of these Special Provisions.
 - b) Activities identified as part of Phase II Construction Paving found in Section 1-08.3 of these Special Provisions.
 - c) Substantial Completion.

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- d) Physical Completion
- 4. Provide the following environmental compliance documentation from the Shingle Recycling Operator for the Asphalt Shingle Recycling Facility proposed for use on this Contract. Either of the following:
 - a) Solid Waste Handling Permit Number and a copy of the section of the Plan of Operation, approved by the local health jurisdiction, that describes asphalt shingle processing; **or**
 - b) Copies of the Recycling or Material Recovery Facility Notice of Intent to Operate under Terms and Conditions for Solid Waste Permit Exemption and the corresponding approval letter from the local health jurisdiction for the Solid Waste Permit Exemption.
- 5. The Bidder shall provide a copy of any official documentation which reflects any written warnings or violations of any local, state, or federal environmental or solid waste laws or regulations within June 2008 to the present.
- 6. The County will evaluate to determine if the Bidder's contract history demonstrates quality of past performance and the capability to successfully manage and construct this Project.
 - a) Identify if within the past 5 years that the Bidder or, if the Bidder is a JV or BOS, any member of the JV or BOS has:
 - b) Had a contract terminated for cause or default;
 - c) Has been (a) convicted of a willful violation or (b) issued a willful violation citation by Department of Labor & Industries, or similar organization with jurisdiction in the United States;
 - d) Not been an active contractor;
 - e) Been in bankruptcy, reorganization and/or receivership;
 - f) Not been registered and licensed as a construction contractor;
 - g) Been disqualified by any federal, state or local agency from being awarded and/or participating in public contracts.
 - h) Explain the circumstances surrounding the event identified above.
- 7. The County will evaluate to determine if the Bidder's criminal history demonstrates inappropriate character, integrity, reputation, judgment, and experience of the Bidder. Identify all criminal convictions, including pleas of nolo contendere, of the Bidder and any officers of the Bidder. If the Bidder is a JV or BOS, provide all information for each member of the JV or BOS.
- 8. Submit the Bidder's accident/injury experience factor from the Department of Labor and Industries or other appropriate organization from the year 2005 to present. If the Bidder is a joint venture, provide information for members of the joint venture who will be performing and managing the Contract work. If a JV or BOS partner is only providing financial support, this information is not required and will not be evaluated with regard to this element.
- 9. At the County's request, provide any additional explanation or information, which would assist in evaluating the qualifications of the Bidder, subcontractors, project team members, JV or BOS members, and bid price.

Submittal Instructions

- 1. The apparent low bidder and second low bidder shall submit qualification information within 3 business days from the County's request for qualification information. The County may at its sole discretion grant Bidder additional time to provide information if the circumstances justify such extension.
- 2. Qualification information as outlined in Sections A and B under Responsibility Evaluation above, shall be submitted on the Bidder's Responsibility Form located in the Appendix 1. Submittal provided shall be legible and in a clear, comprehensive and concise manner. Submit one (1) unbound original. The original shall be indexed with tabs for each item, using recycled, white, 8½"x11" paper where possible, and a minimum font size of ten points. The cover sheet shall include this Contract Title, Contract Number, Bidder's name, mailing address, contact person, email address, telephone, and fax number.

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1-02.4(1) GENERAL

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

If a bidder, or Contractor, discovers any provision in the Plans, Specifications, or Contract which is contrary to or inconsistent with any law or regulation, such bidder or Contractor shall immediately report this discovery in writing to the Engineer.

1-02.5 PROPOSAL FORMS

The following is inserted at the end of this section:

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

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

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

1-02.9 DELIVERY OF PROPOSAL/DATE OF OPENING BIDS

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

Sealed bids will be received at King County Procurement and Contract Services Section, M.S. Chinook Building, 401 Fifth Avenue, 3rd Floor, Seattle, Washington 98104 in accordance with the Invitation to Bid.

1-02.10 WITHDRAWAL OR REVISION OF PROPOSAL

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

No oral or telephonic proposals or modifications will be considered.

1-02.13 IRREGULAR PROPOSALS

Item 1 in this section is deleted and replaced with the following:

1. A proposal will be considered irregular and will be rejected if:
 - a) The bidder is not pre-qualified, when so required;
 - b) The authorized proposal form furnished by the Contracting Agency is not used or is altered;
 - c) The completed proposal form contains any unauthorized additions, deletions, alternate bids, or conditions;
 - d) The bidder adds provisions reserving the right to reject or accept the award, or enter into the contract;
 - e) A price per unit cannot be determined from the bid proposal;
 - f) The proposal form is not properly executed;
 - g) The bidder fails to submit or properly complete a subcontractor list, if applicable, as required in Section 1 02.6.
 - h) The bidder fails to submit or properly complete a Disadvantaged, Minority or Women's Business

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Enterprise Certification, if applicable, as required in Section 1-02.6; or

- i) The bid proposal does not constitute a definite and unqualified offer to meet the material terms of the bid invitation.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 CONSIDERATION OF BIDS

The following is added at the end of this section:

Form of Protest: In order to be considered, a Protest shall be in writing, addressed to the Manager of the King County Procurement and Contract Division of the Department of Executive Services, and include:

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

Who May Protest.

1. *Protests based on specifications:* Any prospective Bidder/Proposer.
2. *Protests following Bid submittal:* Any Bidder or Proposer submitting a bid/proposal showing a substantial financial interest in the solicitation or award of any Contract.

Time to Protest. Protests based on specifications or other terms in the Solicitation documents which are apparent on the face of said documents must be received by the County no later than ten calendar days prior to the date established for submittal of Bids/Proposals. Protests based on other circumstances must be received by the County within five calendar days after the protesting Bidder/Proposer knows or should have known of the facts and circumstances upon which the Protest is based. In no event shall a Protest be considered if all bids are rejected or after award of the Contract.

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

Reconsideration of Manager's Decision. A financially interested Bidder or Contractor may request that a Manager's adverse decision be reviewed by the Director of the King County Department of Executive Services ("Director") on a reconsideration basis only. The only justification for reconsideration are (1) new data, relevant to the underlying grounds for protest and unavailable at the time of the Protest to the Manager; or (2) the Manager made an error of law or regulation. The following procedures shall be followed for a reconsideration of the Manager's decision:

1. Form of Request for Reconsideration. In order to be considered, a Request for Reconsideration must be filed with the Director in writing and include:
 - a. Name, address, and telephone number of the person protesting or their authorized representative;
 - b. A copy of the written decision of the Manager; and
 - c. Justification for a reconsideration by the Director, including all pertinent facts and law on which the Bidder or Proposer is relying.

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2. Time for Filing Request for Reconsideration. The financially interested Bidder or Proposer must file the Request for Reconsideration no later than five calendar days of receiving the Procurement Manager's decision.
3. Review of Manager's Decision. Upon receipt of a Request for Reconsideration, the Director or his/her designee shall review (1) the information submitted to and reviewed by the Manager and (2) the decision of the Manager and shall thereafter issue a final determination regarding the Request for Reconsideration. No other information will be reviewed unless the basis for the request for reconsideration is new data.

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

1-03.3 EXECUTION OF CONTRACT

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

The successful bidder shall be required within ten (10) days after receiving the Notice of Selection from the County, with the attached contract documents, to return the signed County-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the County, the successful bidder shall provide any pre-award information the County may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within 10 days after receiving the Notice of Selection, the County may grant up to a maximum of 10 additional days for return of the documents, provided the County deems the circumstances warrant it.

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

The selected Bidder shall submit the following Forms within ten days after receiving written Notice of Selection:

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

The Contractor shall also submit Personnel Inventory Reports, Affidavits and Certificates of Compliance and Sworn Statements of Compliance from its subcontractors, regardless of tier. Such subcontractor information shall be submitted prior to the County processing and paying any progress payment which includes such subcontractor work.

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

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

1-03.7 JUDICIAL REVIEW

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

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

1-04 SCOPE OF THE WORK

1-04.1 INTENT OF THE CONTRACT

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

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

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

1-04.2 COORDINATION OF CONTRACT DOCUMENTS, PLANS, SPECIAL PROVISIONS, SPECIFICATIONS AND ADDENDA

The precedence list in the second paragraph of this section is deleted and replaced with the following:

1. Change Order
2. Agreement Form
3. Addenda
4. Proposal Form
5. Special Provisions, including permit conditions
6. Contract Plans
7. Amendments to the Standard Specifications
8. Standard Specifications
9. King County Road Standards
10. Standard Plans
11. Remainder of Contract Documents

1-05 CONTROL OF WORK

1-05.1 AUTHORITY OF THE ENGINEER

The following is inserted at the beginning of this section.

The Engineer is the County's point of contact for the Contractor. The County shall identify a Project Engineer and Inspector and delineate the Project Engineer's and Inspector's authority prior to or concurrent with the County's issuance of the Notice to Proceed. Unless the County, in writing, indicates otherwise, the authority to (1) commit to

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or bind the County to any Change Orders or (2) sign the contract or change orders rests solely in the King County Executive or its designee. When appropriate, the Engineer shall provide the Contractor with a delegation of authority which identifies the person who has authority to sign the contract and/or bind the County to changes in Contract Price.

The Engineer shall be responsible for ensuring strict compliance with the terms of the Contract and safeguarding the interest of the County in its contractual relationships. The Engineer shall have the authority to administer the Contract. Administration of the contract by the Engineer includes but is not limited to:

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

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

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

1-05.3 PLANS AND WORKING DRAWINGS

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

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

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

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

The Contractor shall maintain, updated on a daily basis at the job site, and make available to the Engineer on request, a

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record set of the Plans accurately marked to indicate modifications in the completed work that differ from the design information shown in the Plans.

1-05.7 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

The following is added at the end of this section:

Any nonconforming or defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness, failure to furnish materials or to perform the work in accordance with the contract documents, or any other cause found to exist during construction or prior to final acceptance, shall be removed immediately and replaced by work and materials which shall conform to the contract documents or shall be remedied otherwise in a manner acceptable to and as authorized by the Engineer. These provisions shall have full effect regardless of the fact that the defective work was performed, or the defective materials were used, with the full knowledge of the Engineer. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of work or a waiver. Nothing stated herein shall be deemed to shorten the term of any statute of limitations applicable to claims which the County may have against the Contractor.

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

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

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

1-05.12 FINAL ACCEPTANCE

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

The Contractor must perform all the obligations under the contract before a completion date and final acceptance can occur. Failure of the Contractor to perform all the obligations under the contract shall not bar King County from unilaterally accepting the contract as provided in Section 1-09.9. The Director of Transportation, or a duly authorized assistant, accepts the completed contract and the items of work shown in the Comparison of Quantities by signature of the Notice of Completion and Acceptance. The date of that signature constitutes the acceptance date. Progress estimates or payments shall not be construed as acceptance of any work under the contract.

The Contractor agrees that neither completion nor final acceptance shall relieve the Contractor of the responsibility to indemnify, defend and protect King County against any claim or loss resulting from the failure of the Contractor (or the subcontractors or lower-tier subcontractors) to pay all laborers, mechanics, subcontractors, material persons or any other person who provides labor, supplies or provisions for carrying out the work.

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

1-05.13 SUPERINTENDENTS, LABOR AND EQUIPMENT OF CONTRACTOR

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

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

1-05.14 COOPERATION WITH OTHER CONTRACTORS

The first paragraph is deleted and replaced with the following:

The Contracting Agency may perform other work at or near the site, including any material site, with other forces than those of the Contractor. This work may be done with or without a contract. In addition, Utilities and/or their Contractors will be installing risers to their utility appurtenances, such as valves, manholes, vaults, etc., during overlay paving. The Contractor shall cooperate with all other contractors or forces. The Contractor shall carry out work under this project in a way that will minimize interference and delay for all forces involved. The Engineer will resolve any disagreements that may arise among the contractors or the Contractor and the Contracting Agency over the method or order of doing the work. The Engineer's decision in these matters shall be final, as provided in Section 1-05.1.

1-06 CONTROL OF MATERIAL**1-06.2(1) SAMPLES AND TESTS FOR ACCEPTANCE**

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

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

Section 1-06.2(1) is also supplemented with the following:

IMPORTANT NOTE:

Testing Frequency: For the purposes of this *SE 416th Street Overlay: Shingles in Paving Demonstration* the County has determined that the amount and frequency of testing shall be in accordance with the table entitled "Summary of Required RAS Samples and Tests by Contractor" included in Appendix 4. It is the Contractor's responsibility to provide the required verification samples and to provide initial quality control testing and independent laboratory testing in accordance with the project requirements. King County considers the contractor testing responsibilities to be critical to the achievement of the County's goals for the project.

Testing Payment: The Contractor shall include all costs associated with the contractually required testing for the project in the lump sum bid item entitled "Preconstruction Activities and Materials Testing." The County has established a minimum bid amount for this bid item which is identified in the Proposal Form.

Testing Results: When deemed necessary to achieve the goals of the project, the County reserves the right to secure additional samples from the contractor's stockpiles set aside for the project. These samples shall be provided at no additional costs to the County. In addition, the County reserves the right to conduct its own verification testing in order to verify any and all of the independent test results conducted by the Contractor. For the purposes of this Contract, in any circumstances where the County's results differ from that of the Contractor's

and a reconciliation of test results cannot be achieved by the County, the County's results shall be deemed to govern this Contract.

1-06.3 MANUFACTURER'S CERTIFICATE OF COMPLIANCE

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

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

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.2 STATE SALES TAXES

The following is inserted at the end of this section:

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

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

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

Fugitive Dust control planning represents a partnership between the County, the Contractor, its subcontractors and any other parties whose activities during the project may lead to the generation of fugitive dust. Such a partnership extends to legal responsibilities as well: all parties can be held liable for non-compliance and subsequent regulatory actions up to and, including monetary liabilities.

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

1-07.5(5) RECYCLED PAPER PRODUCTS (NEW SECTION)

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

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

1-07.6 PERMITS AND LICENSES

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

King County has obtained the following permits for construction of this project:

SEPA Exemption Determination

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HPA Permit for Bridge 3063

All other permits and licenses required for the construction of this project shall be obtained by the Contractor. All permits and licenses shall be kept on-site during construction.

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

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

1-07.10(1) EQUAL BENEFITS (NEW SECTION)

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

1-07.11(1)B NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY (EE0) (NEW SECTION)

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

Nondiscrimination in Subcontracting Practices. During the solicitation, award and term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

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

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

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

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

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

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

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

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

1-07.11(8) APPRENTICESHIP PROGRAM REQUIREMENTS (NEW SECTION)

In accordance with King County Code 12.16.150-180, which is incorporated herein by this reference, King County has established **NO** Apprentice Utilization Requirements for this Contract.

1-07.13(1) GENERAL

The following is inserted at the end of this section:

King County reserves the right to use and occupy any portion of this improvement which has been completed sufficiently to permit use and occupancy and such use shall not be construed as an acceptance of the work or any part thereof, and any claims which King County may have against the Contractor shall not be deemed to have been waived by such occupancy.

1-07.14 RESPONSIBILITY FOR DAMAGE

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

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

The Contractor's obligations under this section shall include, but not be limited to:

1. The duty to promptly accept tender of defense and provide defense to the County at the Contractor's own expense
2. The duty to indemnify and defend the County from any claim, demand, and/or cause of action brought by or

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on behalf of any of its employees, or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of the Contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the County with a full and complete indemnity and defense of claims made by the Contractor's employees. The parties acknowledge that these provisions were mutually negotiated and agreed upon by them.

3. To the maximum extent permitted by law, the Contractor shall indemnify and defend the County from and be liable for all damages and injury which shall be caused to owners of property on or in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this Contract, whether or not such injury or damage is caused by negligence of the Contractor or caused by the inherent nature of the work specified.

King County may, in its sole discretion, (1) withhold amounts sufficient to pay the amount of any claim for injury, and/or (2) pay any claim for injury of which King County may have knowledge, regardless of the formalities of notice of such claim, arising out of the performance of this Contract.

An amount withheld will be held until the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment on such claim. In addition, the Contractor shall reimburse and otherwise be liable for claims costs incurred by King County, including, without limitation, costs for claims adjusting services, attorneys, engineering, and administration.

In the event the County incurs any judgment, award, and/or costs arising, including attorneys' fees, from enforcing the provisions of this provision, all such fees, expenses, and costs shall be recoverable from the Contractor.

1-07.16(1) PRIVATE/PUBLIC PROPERTY

The following is inserted at the end of this section:

Existing survey monuments and utility covers shall be protected during the paving operation. Following the paving operation, the Contractor shall make a small depression in the asphalt mat over the cover and paint the area with silver spray paint. All costs and expense incurred for this operation shall be incidental to the various items of the project and no further compensation will be made.

1-07.17 UTILITIES AND SIMILAR FACILITIES

The following is inserted at the end of this section:

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

Public and private utilities, or their contractors, will furnish all work necessary to adjust, relocate, replace or construct their facilities unless otherwise provided.

If or when utility conflicts occur, the Contractor shall continue the construction process on other aspects of the project. Any change to the operation necessary to work around the conflicts shall be incidental to the various bid items of the contract and no further compensation will be made.

1-07.18 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

Prior to the execution of the contract, the Contractor shall provide to the County Certificates of Insurance and Endorsements acceptable to the County meeting the requirements of the Contract (specific insurance coverage limits are set forth below).

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Coverage shall be maintained without interruption from the commencement of the Contractor's Work until Final Acceptance, or for such longer time as required by the Contract. Each policy obtained by Contractor shall be endorsed to provide County with 45 days notice of material changes to or cancellation of such policy.

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

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

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

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

WAIVER OF SUBROGATION.

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

EVIDENCE OF INSURANCE.

The Contractor shall furnish the County with Certificates of Insurance and endorsements required by this Contract. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date of the policy. The Contractor shall, upon demand of King County, make available to King County, in King County, certified copies of all such policies of insurance required in this Contract. Failure to provide such policies of insurance within a time acceptable to King County shall entitle King County to suspend or terminate the Contractor's work hereunder. Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligation hereunder.

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

MINIMUM SCOPE AND LIMITS OF INSURANCE.

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

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

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

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

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

DEDUCTIBLES/SELF-INSURED RETENTIONS.

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

OTHER INSURANCE PROVISIONS.

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

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

The County, its officers, officials, employees, agents and consultants are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Additional Insured status shall include Products-Completed Operations.

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

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

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

For Protection and Indemnity Insurance the Contractor shall waive all rights of subrogation against the County.

ACCEPTABILITY OF INSURERS.

Unless otherwise approved by the County:

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

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

If at any time the foregoing required policies shall fail to meet the above minimum requirements, the Contractor shall,

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upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

SUBCONTRACTORS

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

1-07.23 PUBLIC CONVENIENCE AND SAFETY

The following is inserted at the end of this section:

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

1-07.23(1) CONSTRUCTION UNDER TRAFFIC

The following is inserted at the beginning of this section:

The Contractor shall keep all through traffic lanes open to travel without interference from work operations between the hours of 5:00 and 8:30 A.M. and 3:00 and 7:00 P.M. on arterial roadways and between the hours of 5:00 and 7:30 A.M. and 4:00 and 7:00 P.M. on all other roadways. Liquidated damages in accordance with Section 1-08.9 of these specifications, will be deducted from monies due the Contractor for failure to comply with these restrictions.

At other times, the Contractor may close one through-lane in each direction of travel on four-lane roadways. If the hours designated above do not conform to the actual peak traffic conditions, the Contractor shall curtail and adjust work operations according to the peak traffic hours as determined by experience and as approved by the Engineer.

No general closures or detours to local access will be allowed under this contract.

1-08 PROSECUTION AND PROGRESS

1-08.1(1) AFFIDAVITS OF AMOUNTS PAID (NEW SECTION)

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

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

1-08.3(1) ORDER OF WORK (NEW SECTION)

The Contractor shall follow the order of work as identified below:

The contract shall be divided into two phases: (a) Pre-Construction Activities and Material Testing Phase and (b)

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Construction Paving Phase. Phase I shall be the Pre-Construction Activities and Material Testing Phase and **shall have a maximum contract duration period of 20 working days and all items of work shall be Physically Completed no later than August 15, 2009 unless authorized in writing by the County.** A Notice to Proceed will be issued by the County to begin Phase I of work. During this phase, the Contractor shall perform the work activities identified below and all other work necessary to prepare for the paving identified in the Contract Documents.

Phase I Pre-Construction Activities and Material Testing Phase

1. The Contractor shall complete all Preconstruction Activities and Material Testing identified in Section 1-09.8 and 9-36 of these Special Provisions.

Phase II shall be the Construction Paving Phase and **shall have a maximum contract duration period of 7 working days and all items of work shall not begin before August 15, 2009 unless authorized in writing by the County and shall be Physically Completed no later than September 1, 2009 unless a later date is authorized in writing by the County.** A Notice to Proceed will be issued to begin Phase II of the work. During Phase II, the Contractor shall perform the work activities identified below and all other work necessary to complete the project within the specified contract time for Phase II.

Phase II Construction Paving Phase

1. All preparatory fieldwork shown on the Plans and specified in the Contract.
2. Paving Day 1 HMA with 15 percent RAP as shown on sheet 3 of the Plans
3. Paving Day 2 HMA with 15 percent RAP and 3 percent RAS as shown on sheet 3 of the Plans
4. Paving Day 3 HMA with 15 percent RAP and 3 percent RAS as shown on sheet 3 of the Plans
5. Paving Day 4 HMA with 15 percent RAP as shown on sheet 3 of the Plans
6. All other remaining work shown on the Plans and specified in the Contract.

Note: Paving or roadway closure of any kind is prohibited during the dates of the Enumclaw Fair July 16-18th, 2009.

1-08.4 PROSECUTION OF WORK

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

The Contractor shall begin work within 10 calendar days from the date of Notice to Proceed issued by the Contracting Agency. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

1-08.5 TIME FOR COMPLETION

The following is inserted at the beginning of this section:

The Contract times for this project are specifically set forth in Section 1-08.3 above

1-08.9 LIQUIDATED DAMAGES

The following is added at the end of this section:

Liquidated damages in the amount of \$500 per hour, or a portion thereof, will be assessed for failure to comply with the peak traffic hour conditions as stated in the provision titled *1-07.23(1) Construction Under Traffic.*

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Liquidated damages in the amount of \$500 per working day will be assessed for Contractor's failure to Physically Complete the Preconstruction Activities and Material Testing Phase within the number of working days specified.

Liquidated damages in accordance with the Liquidated Damages Formula noted in this section will be assessed for Contractor's failure to Physically Complete the Construction Paving Phase within the number of working days specified.

1-09 MEASUREMENT AND PAYMENT

1-09.2(1) GENERAL REQUIREMENTS FOR WEIGHING EQUIPMENT

The following is added to the end of this section:

The Contractor shall notify the Engineer not less than one working day prior to delivering materials measured and paid for by weight on the project. Certified weights must be issued at the source.

The contractor shall provide a licensed public weighmaster. The licensed weighmaster shall issue weight tickets to the truck driver for acceptance of the material on the project by a County representative. No materials measured and paid for by weight will be accepted without certified weight tickets from a platform scale in accordance with Section 1-09.2(3).

Truckloads must conform to legal load limits. In case of overload, the difference between overload and maximum legal load will not be paid for. If there are repeated instances of overloading, the proper enforcement authorities will be notified.

1-09.7 MOBILIZATION

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

Mobilization consists of the expenses and costs of preparatory work and operations performed by the Contractor (except those preconstruction activities identified in 1-09.8 below). Mobilization shall be included in the various bid items in the contract; no further compensation will be made.

1-09.8 PAYMENT FOR MATERIAL ON HAND (SECTION DELETED AND REPLACED)

This section and its title are deleted in its entirety and replaced with the following new section:

1-09.8 PHASE I PRECONSTRUCTION ACTIVITIES AND MATERIALS TESTING (NEW SECTION)

This work shall include all preconstruction activities (except mobilization) and materials testing performed during the Phase I Preconstruction Activities and Materials Testing Phase as identified in Section 1-08.3(1) of these Special Provisions and also includes the following items of work:

1. **Process Report:** The Contractor shall prepare and submit a detailed report for review and acceptance by the County documenting all the steps it will undertake in the preparation, processing, and placement of the RAS/RAP HMA pavement as required and specified by this Contract. An outline of the elements required and the minimum submittal requirements are included in Appendix 5 of this document. (An electronic version of the report outline will be provided to the selected contractor for their use when this contract is awarded.) The initial draft of this report shall be submitted no later than three working days after the Notice to Proceed for Phase I. King County will review the draft and provide comments and supplemental questions to the Contractor within three working days. A final version of the Process Report deemed Acceptable to the County shall be required within the contract time limits specified for Phase I of the Contract.

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2. The Contractor shall complete all Preconstruction Activities including RAS Material Testing and Approvals identified in Section 9-36 of these Special Provisions and in the table entitled “**Summary of Required RAS Samples and Tests by Contractor**” located in Appendix 4.
3. The Contractor shall submit all required project submittals identified in the Contract including Appendices for review and acceptance by the County.
4. The Contractor shall conduct all project processing plant tours (Recycling Facility Operations, HMA Plant Operations, RAS Final Grind Operations, RAS/RAP Blending Operations, required by this Contract.
5. The Contractor shall conduct all tests required by this contract and shall submit all test results, material samples, and mix designs as required by this Contract.
6. Secure all required County Acceptance and Approvals for Materials and Processes.
7. Complete Pre-Paving Meeting with County Staff.
8. All other preparatory and miscellaneous preconstruction work required to perform Phase II of this Contract including providing the County with access to observe the Final RAS/RAP HMA mixing on all paving days.

All costs for completing Phase I work shall be included in the lump sum bid item entitled “Preconstruction Activities and Material Testing.” No further compensation will be made to the Contractor for Phase I work.

Phase II Construction Paving Phase activities are identified throughout the remainder of this contract. All costs for completing items of work identified in Phase II shall be in accordance with the Measurement and Payment Sections of the various items.

1-09.9 PAYMENTS

The fifth paragraph is deleted and replaced with the following:

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

1-09.9(2) COUNTY’S RIGHT TO WITHHOLD AND DISBURSE MONIES DUE (NEW SECTION)

In addition to monies retained pursuant to RCW 60.28, the Contractor authorizes the County to withhold progress payments due or deduct an amount from any payment or payments due the Contractor that, in the County’s opinion, may be necessary to cover the County’s costs for or to remedy the following situations:

1. Failure of the Contractor to submit and obtain approval of a progress schedule.
2. Failure of the Contractor to remedy defective work.
3. Failure of the Contractor to provide the Engineer with a field office when required by the Special Provisions.
4. For overtime work performed by County personnel.
5. Lack of construction progress which, based upon the Engineer’s review of the Contractor’s approved progress schedule, indicates that the work will not be physically completed within the Contract time. When calculating an anticipated time overrun, the County will make allowances for weather delays, approved unavoidable delays and suspensions of the work. The amount withheld under this subparagraph will be based upon the liquidated damages amount per day set forth in these Special Provisions multiplied by the number of days the Contractor’s approved progress schedule, in the opinion of the Engineer, indicates the Contract may exceed the Contract time.
6. Damage to another Contractor when there is evidence thereof and a claim has been filed.

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7. Failure to submit weekly payrolls or correct underpayments to Contractor or subcontractor employees.
8. Where the Contractor has not paid fees or charges to public authorities or municipalities that the Contractor is obligated to pay.
9. Failure of the Contractor to perform any of the Contractor's other obligations under the Contract.
10. Failure of the Contractor to make payment to subcontractor or materialmen for which the County has already made payment to the Contractor.

The Contractor authorizes the County to act as agent for the Contractor disbursing such funds as have been withheld to a party or parties who are entitled to payment. Disbursement of such funds, if the County elects to do so, will be made only after giving the Contractor 15 calendar days prior written notice of the County's intent to do so, and if prior to the expiration of the 15-calendar-day period,

1. No legal action has commenced to resolve the validity of the claims, and
2. The Contractor has not protested such disbursement.

A proper accounting will be made of all funds disbursed on behalf of the Contractor. A payment made shall be considered as payment made under the terms and conditions of the Contract. The County shall not be liable to the Contractor for such payment made in good faith.

If legal action is instituted to determine the validity of the claims prior to expiration of the 15-day period mentioned above, the County will hold the funds until determination of the action or written settlement agreement of the parties.

1-09.11(3) TIME LIMITATION AND JURISDICTION

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

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

1-10 TEMPORARY TRAFFIC CONTROL

1-10.2(1) GENERAL

In reference to this section, the TCM and TCS shall be certified as worksite traffic control supervisors by one of the following organizations:

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
(360) 297-3035

Evergreen Safety Council
401 Pontius Ave. N.
Seattle, WA 98109
1-800-521-0778 or
(206) 382-4090

1-10.2(2) TRAFFIC CONTROL PLANS

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

When the Contractor's chosen method of performing the work in the contract requires some form of temporary traffic control, the Contractor shall either: (1.) designate and adopt, in writing, the traffic control plan or plans from the contract documents that support that method; (2.) submit a Contractor's plan that modifies, supplements or replaces a plan from the contract documents; or (3) where no traffic control plan appears in the contract documents, submit a Contractor-proposed traffic control plan. Any Contractor-proposed plan, modification, supplement or replacement shall show the necessary construction signs, flaggers, spotters and other traffic control devices required to support the work. Any Contractor-proposed traffic control plan shall conform to the established standards for plan development as shown in the *MUTCD*, Part VI. The Contractor's submittal, either designating and adopting a traffic control plan from the contract documents or proposing a Contractor-developed plan, shall be provided to the Engineer for approval at least ten calendar days in advance of the time the signs and other traffic control devices are scheduled to be installed and utilized. The Contractor shall be solely responsible for submitting any proposed traffic control plan or modification, obtaining the Engineer's approval and providing copies of the approved Traffic Control Plans to the Traffic Control Supervisor.

1-10.3(1)A FLAGGERS AND SPOTTERS

The following is added at the end of this section:

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

1-10.3(1)B OTHER TRAFFIC CONTROL LABOR

This section is deleted in its entirety.

1-10.3(3)A CONSTRUCTION SIGNS

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

1-10.3(3)K EXISTING SIGNING (NEW SECTION)

During the life of the contract, the Contractor shall be responsible for all existing signing damaged or removed by construction operations. Any signs damaged or removed shall be replaced by the Contractor, to the satisfaction of the Engineer, at Contractor expense.

Warning and regulatory signs may be temporarily relocated to portable sign stands for convenience of construction, subject to the approval of the Engineer. When temporarily installed on posts, the signs shall be located at or as near as practical to their original locations and shall have a minimum vertical clearance above the pavement in accordance with the Manual on Uniform Traffic Control Devices. Upon completion of construction in the area immediately surrounding the permanent sign location, the Contractor shall reinstall the sign and support in its permanent location. All costs for the work shall be included in the unit contract bid prices for the various other items of work in the bid proposal.

1-10.3(3)M SPECIAL WARNING SIGNS FOR MOTORCYCLES (NEW SECTION)

The Washington State Legislature has determined that special warning signs must be provided (RCW 47.36.200) at work zones in addition to standard warning signs, to warn motorcyclists at work zone locations that are potentially hazardous to motorcycles. The following roadway condition(s) require the placement of sign W21-1701 "MOTORCYCLES USE EXTREME CAUTION":

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- Grooved pavement (generally during pavement planing)
- Abrupt lane edges
- Steel plates
- Gravel or Earth on the roadway

Standard warning signs must also be used to warn of the actual roadway condition. Some applicable standard warning signs may be:

- W21-801 "ABRUPT LANE EDGE"
- W8-7 "LOOSE GRAVEL"
- W8-2001 "GROOVED PAVEMENT"
- W21-2 "FRESH OIL"
- W8-8 "ROUGH ROAD"
- W8-1 "BUMP"

Sign W21-1701 should be installed throughout the work zone where the roadway condition(s) stated above exist, as a part of a sequence of other appropriate standard warning signs (above examples).

Sign W21-1701 is not required for short duration* (up to 1 hour) work zones, emergencies, incident response operations, or other operations that have no direct impact on the roadway condition, such as:

- Mowing
- Shoulder work
- Snow & ice removal
- Debris removal

The sign is not required as stated in the preceding paragraph PROVIDED; the short duration work zone or other operation does not leave the roadway surface in one of the four conditions listed above.

Care must be exercised during all work zone operations to not inadvertently create one or more of the above roadway conditions that may be hazardous for motorcycles. Additional roadway cleaning may be needed to remove gravel, earth, or other debris that may have been stockpiled, spilled, or tracked onto the roadway surface.

1-10.4 MEASUREMENT

The following is added at the end of this section:

No unit of measure will apply to temporary traffic control and it will be considered incidental to unit contract prices.

EARTHWORK

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 DESCRIPTION

The following is added at the end of this section:

In reference to this section, plastic pavement markings, rumble strips, and raised pavement markers shall be removed in accordance with Section 8-22.3(7), just prior to paving, and disposed of by the Contractor.

2-02.5 PAYMENT

The following is added at the end of this section:

"Removing Plastic Traffic Markings, Rumble Strips, and Raised Pavement Markers", lump sum.

PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING

3-02 STOCKPILING AGGREGATES

3-02.2(1) STOCKPILE SITES PROVIDED BY THE CONTRACTING AGENCY

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

No stockpile will be provided by the County.

3-03 SITE RECLAMATION

3-03.2(1) CONTRACTING AGENCY-PROVIDED SITES

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

No site will be provided by the County.

5-04 HOT MIX ASPHALT PG 64-22 (with 15 percent RAP)

5-04.2 MATERIALS

The third paragraph is deleted in its entirety and replaced with the following:

The Contractor shall utilize RAP in the production of HMA. The amount of RAP shall be 15 percent plus or minus one-half of one percent of the total weight of aggregate in the mix. The RAP may be from pavement removed under the Contract or pavement from an existing stockpile.

The first sentence of the fourth paragraph is deleted and replaced with the following:

The grade of paving asphalt shall be PG 64-22.

5-04.3 CONSTRUCTION REQUIREMENTS

The following is added to the beginning of this section:

Important Note Regarding This Project: This is a demonstration project and long-term performance study of a recycled material. In order to meet the long-term goals of this demonstration project and to limit the number of variables

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being studied, it is essential that all means and methods involved in the manufacture and placement of HMA be consistent for all four pavement test sections. The only variable will be the HMA mix. Therefore, the Contractor is hereby notified that the same means and methods plant, equipment, and personnel shall be employed for all operations involved in the mixing, placement, and compaction of all four pavement test sections.

5-04.3(2) HAULING EQUIPMENT

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

Haul trucks **shall be tarped at all times** no matter the weather or travel distance to the project, the canvas cover shall be securely attached to protect the HMA. The trucks and trailers shall remain covered until the HMA is transferred to the material transfer device or vehicle and into the paving machine.

5-04.3(3) HOT MIX ASPHALT PAVERS

The following is added at the end of this section:

For this project, the direct transfer of the HMA from the hauling equipment to the paving machine **will not be allowed**. A material transfer device or vehicle (MTD/V) shall be used to deliver the HMA from the hauling equipment to the paving machine. The MTD/V shall be Roadtec SB-1500D or Engineer approved equivalent equipment. **For this project, a windrow elevator shall not be used as a MTD/V.**

The MTD/V shall mix the HMA after delivery by the hauling equipment but prior to lay down by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform temperature throughout the mixture.

5-04.3(5)A PREPARATION OF EXISTING SURFACE

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

Equipment shall not operate on tacked surfaces until the tack has broken and cured. If the Contractor's operation or weather damages the tack coat it shall be repaired at no cost to the contracting agency prior to placement of the HMA.

5-04.3(5)E PAVEMENT REPAIR

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

Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.25 foot compacted depth. Each lift shall be thoroughly compacted by a mechanical tamper or a roller.

5-04.3(5)F SHOULDER RESHAPING AND CRUSHED SURFACING MATERIAL (NEW SECTION)

Reshaping of shoulders will be performed by King County prior to the HMA overlay operations. The Contractor shall place and compact crushed surfacing material to the newly established line and grade, or as directed by the Engineer, within ten working days after the HMA overlay has been completed for each roadway segment. In addition to this general requirement, the Contractor shall have crushed surfacing material available for spreading as the Engineer directs to match the abrupt pavement edge at certain driveway locations; the Contractor shall place and compact crushed surfacing material at these locations within two working days of the Engineer's order. The Engineer may permit windrowing or end dumping method of placing the crushed surfacing material. The Contractor shall use a pick-up sweeper and shall dispose of debris off site.

Liquidated damages, in accordance with Section 1-08.9 of these specifications, will be deducted from monies due the contractor for failure to physically complete the shoulder/driveway crushed surfacing material placement and compaction portion of the contract within the completion time specified.

5-04.3(7)A Mix Design

Under Item 2, the fifth sentence of the first paragraph is deleted and replaced with the following:

A response will be provided within 14 calendar days after a mix design submittal has been received in the Contracting Agency's laboratory.

5-04.3(8) MIXING

Delete the first two sentences of the second paragraph and replace with the following:

When discharged the temperature of the HMA shall not exceed the maximum mixing temperature recommended on the mix design unless a higher maximum temperature is permitted by the asphalt binder manufacturer. The higher recommended temperature shall be the maximum temperature allowed. A maximum water content of 0.5 percent in the mix at discharge will be allowed providing the water causes no problems with handling, stripping, or flushing.

In the third sentence of the second paragraph, delete reference of Project Engineer and replace with Engineer.

5-04.3(8)A ACCEPTANCE SAMPLING AND TESTING – HMA MIXTURE

The following sections are modified or deleted as noted.

3. Sampling

Delete the entire section and replace with the following:

Samples for acceptance testing shall be obtained by the Contractor when ordered by the Engineer. Samples for acceptance testing will be obtained from the hauling vehicle. The Contractor shall provide adequate platforms to enable samples to be obtained. The platforms shall allow the sample to be taken without the Engineer entering the hauling vehicle. Samples will be obtained in accordance with King County Materials Laboratory's (KCML) procedure KC-D979.

The County will acquire samples at the frequency specified in Part B, as shown below. All samples acquired by the County or its agents are to be considered sufficiently representative to be analyzed statistically. Specifically, the County is not required to use a system relying on the use of randomly generated numbers to determine sampling locations or times. By entering into Contract, the parties bound by it, agree that KCML's sampling methods are sufficiently random and representative and are to be used as a basis for statistical acceptance as directed by these Specifications.

5. Test Results

Delete the first sentence in the first paragraph and replace with the following:

The Engineer will furnish the Contractor with the results of all testing, with the exception of the volumetric results, within 24 hours of sampling. Volumetric results will be reported within 48 hours.

Delete the third sentence in the first paragraph and replace with the following:

The CPF for the entire lot produced to date will be provided within 48 hours of sampling.

Delete the item Va Percent $V_a \pm 0.7$ from the Deviation Table.

6. Test Methods

Delete the entire section and replace with the following:

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Testing of HMA for compliance of volumetric properties (VMA, VFA and Va) will be as per AASHTO T 312, "Preparing and Determining the Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyratory Compactor." ASTM D2726, "Bulk Specific Gravity of Compacted Bituminous Mixtures Using Saturated Surface-Dry Specimens." AASHTO T 209, Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures "Rice Density." Testing for compliance of asphalt binder content will be per ASTM D6307. Testing for compliance of gradation will be per AASHTO T30. AASHTO T329, "Moisture Content of Hot Mix Asphalt (HMA) Oven Method" will be used to determine the moisture content.

5-04.3(10)B CONTROL

Item 1. General

The reference to WSDOT FOP will be deleted and replaced with KCDOT SOP.

The reference to FOP for WAQTC TM 8 and WSDOT SOP T 729 will be deleted and replaced with KCDOT TM N-1.

Delete the fourth sentence in paragraph one.

Delete entire paragraph for item **1 a. Cyclic Density**.

Item 2. Test Section – Compaction

Reference to PE shall be deleted and replaced with Engineer.

Item 3. Test Results

Reference to PE shall be deleted and replaced with Engineer.

The reference to WSDOT Test Method No. 716 will be deleted and replaced with KCDOT SOP.

Delete rate of \$125 per core and replace with, "current King County rate per core".

The following is added to the end of this section:

For HMA overlays that are being paved on existing or repaired asphalt, the following shall apply: The Engineer has the discretion to remove from the pay lot any compaction lots that fail to meet compaction specifications due to objectionable or unstable underlying sub-grade or surface defects

The HMA lay-down temperature shall be between 260°F and 325°F, unless the Asphalt Binder Manufacturer, the RAS Supplier, and the Engineer permit a higher mixing temperature. In this case the recommended maximum temperature shall be the maximum lay-down temperature allowed.

5-04.3(10)C CONTRACTOR'S RESPONSIBILITY (NEW SECTION)

The Contractor will be responsible for all compaction quality control testing during placement of the HMA under these items. The Contracting Agency's compaction testing and materials sampling will be for acceptance purposes.

The Contractor shall provide qualified compaction quality control services for continuous monitoring of the compaction process in order to verify that the minimum compaction requirements are being maintained throughout each paving day. All test results shall be adequately documented. No placement of materials for items covered by this specification will be allowed without the Contractor's quality control testing personnel on site. Testing by the Contracting Agency shall be for final acceptance and payment purposes only for each day's paving. The Contracting Agency may contract this testing out to an accredited independent laboratory.

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The Contractor shall undertake the following steps to ensure compaction control.

1. The Contractor shall submit a draft Compaction Control Plan (CCP) specific to this project for review and acceptance by the contracting agency. The Plan shall detail how continuous monitoring and quality control shall be achieved. The initial Plan shall be submitted at least one week prior to the commencement of paving for review, comment and any final revisions to be made for resubmission in final form.
2. The CCP shall identify a person of authority – Compaction Foreman - whose sole responsibility is to oversee and ensure that the Specification compaction requirements are met throughout the paving duration. This person shall have 5 years experience related to and a thorough knowledge of the compaction process. This person shall be identified in the CCP by name. The Compaction Foreman's duties and responsibilities include the following:
 - Make changes to the compaction train as necessary to maintain or improve density results.
 - Direct the Contractor's Testing Technician as necessary regarding the location and frequency of compaction testing.
 - Tabulate test results derived from Contractor's Testing Technician and provide copies to the Inspector within 24 hours.
 - Monitor mat temperature and correlate with compaction effort as necessary.
 - Ensure that the rollers comply with Section 5-04.3(4) at all times and periodically check roller speeds through a Control Plan verification method.
 - Have the authority to change / regulate the Contractor's paving operation as necessary to meet the compaction specification.
 - Be on-site overseeing the compaction process at all times during paving
 - Ensure the paving rate does not exceed the capabilities of the compaction train.
 - Stop paving operations if remedial actions for failing test results do not bring subsequent density tests up to acceptable range.
 - Report throughout the day the compaction status to King County's Field Inspector
 - Submit Field HMA compaction reports to the Contracting Agency by noon of the next day after paving.

If the Contracting Agency's compaction test results show 2 or more failing lots in a day's paving or 2 failing lots in two consecutive paving days, the Contractor shall submit directly to the Engineer a revised CCP, prior to any subsequent paving days, indicating additional controls to be utilized in order to improve compaction results

For HMA Classes 1 inch, $\frac{3}{4}$ inch, $\frac{1}{2}$ inch, and $\frac{3}{8}$ inch, where the specified compacted course thickness is greater than 0.10 foot, the minimum acceptable level of compaction shall be 92 percent of the maximum density as determined by King County Materials Laboratory (KCML) Test Method N-1. The reference maximum density shall be determined as the moving average of the most recent five determinations for the HMA being placed. The specified level of compaction attained will be determined by the statistical evaluation of not less than five nuclear density gauge tests taken in accordance with KCML TM N-1 on the day the mix is placed, after completion of the finish rolling, at locations selected by the Engineer or as determined by the stratified random sampling procedures conforming to WSDOT TM 716 with each density subplot. Each subplot will be between 200 and 600 tons, or a minimum of five nuclear density gauge tests for a single day's production, depending upon the tonnage quantity placed or tester availability for each project. The final lot each day may be increased to a maximum of 600 tons.

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Control lots not meeting the minimum density standard shall be removed and replaced with satisfactory material. At the option of the Engineer, material that does not comply with the minimum density standard may be accepted at a reduced price.

Cores may be used as an alternate to the nuclear density gauge tests. When cores are taken by the Engineer at the request of the Contractor, the request shall be made by 12:00 P.M. (noon) of the first working day following placement of the mix. The County shall be reimbursed for the coring expenses at the King County Materials Laboratory's current billing rate per core when the core indicates the acceptable level of compaction within a lot has not been achieved.

At the start of paving, if requested by the Contractor, a compaction test section shall be constructed to determine the compatibility of the mix design and equipment used. Compatibility shall be based on the ability of the mix to attain the specified minimum density (92% of the maximum density determined by King County TM N-1). The Contractor shall be responsible for the control of the compaction effort. If the Contractor does not request a test section, the mix will be considered compactable.

HMA Classes 1-inch, ¾-inch, ½-inch and 3/8-inch constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with the instructions from the Engineer. The number of passes with an approved compaction train required to attain the maximum test point density shall be used on all subsequent paving

HMA for pre-leveling shall be thoroughly compacted. HMA that is used for pre-leveling wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

In addition to the randomly selected locations for tests of the control lot, the Engineer reserves the right to test any area that appears defective and to require the further compaction of areas that fall below acceptable density readings. These additional tests shall not affect the compaction evaluation of the entire control lot.

5-04.3(10)D FEATHERING HOT MIX ASPHALT (NEW SECTION)

Where directed by the Engineer, the Contractor shall feather the HMA in a manner to produce a smooth riding connection to the existing pavement.

After application of the tack coat of asphalt, the area of the feathered joint shall be preheated using hand torches. The preheating operation shall continue during the raking process to ensure a smooth and well-bonded joint.

HMA, utilized in the construction of the feathered connection to the existing pavement, shall be modified at the Contractor's plant or the commercial source from which the Contractor obtains the mix or by raking the joint, thereby removing the larger coarse aggregate, to the satisfaction of the Engineer.

Transverse joints shall be sealed with PG 58-22 or an approved equivalent grade of asphalt as directed by the Engineer.

All costs and expenses in connection with providing, placing and feathering the HMA and sealing with PG 58-22 or an approved equivalent shall be included in the unit price per ton for "HMA Cl. __PG __" and no additional compensation will be made.

5-04.3(13) SURFACE SMOOTHNESS

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

The completed surface of the wearing course shall not vary more than 1/4 inch from the lower edge of a 10-foot straightedge placed on the surface parallel to centerline.

5-04.3(14) PLANING BITUMINOUS PAVEMENT

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

Planing shall be performed in a manner such that the underlying pavement is not torn, broken or otherwise injured by the planing operation. The surface of the underlying pavement shall be slightly grooved or roughened sufficiently to ensure a bond when overlaid. In existing single layer pavements, care shall be taken that the planing does not penetrate into the subgrade. The Engineer will determine the planing depth in these situations. The Contractor shall immediately remove from the project any worker who continuously and carelessly punctures the existing pavement with the planing equipment. Pavement outside the limits shown in the Plans or designated by the Engineer that is damaged by the Contractor's operations shall be repaired to the satisfaction of the Engineer, at the Contractor's expense.

The following is added at the end of this section:

Pavement shall be planed as designated in the Plans, or as directed by the Engineer.

The Contractor shall coordinate planing and paving operations so that no planed area is left unpaved for more than five working days. Planing of bridge approaches shall be done on the same day as paving, unless previously approved by the Engineer. When approval is granted by the Engineer to pre-plane bridge approaches, the Contractor shall place a paper joint asphalt wedge at the bridge approach. The wedge dimensions shall be as directed by the Engineer. Removal of the asphalt wedge for final paving shall occur within five working days. All costs for installing and removing the asphalt wedge shall be included in the unit price for planing bituminous pavement. Liquidated damages, in accordance with Section 1-08.9 of these specifications, will be deducted from monies due the Contractor for failure to pave the roadway after planing within the time specified.

5-04.3(22) HOT MIX ASPHALT FOR PRE LEVELING (NEW SECTION)

HMA shall be placed to pre level the existing roadway as shown on the typical roadway sections in the Plans in accordance with Section 5-04.3(5) of the Standard Specifications in those areas directed by the Engineer.

The pre level material shall be placed on the roadway to restore the pavement grade and cross section by filling dips, sags, wheel ruts and distorted areas within the roadway limits to be paved. The existing average slope from centerline for the roadway section shall be maintained.

Pre leveling will be performed only where directed by the Engineer.

All costs for furnishing materials, labor, tools and equipment to prelevel the existing roadway shall be included in the unit contract price per ton for the applicable type of HMA used for the paving section (i.e. "HMA Cl. __ PG __") and no additional compensation will be made.

5-04.3(23) ASPHALT BERM (NEW SECTION)

Where directed by the Engineer, the Contractor shall construct an asphalt berm at the pavement edge, or any other area designated by the Engineer, for drainage control. The berm dimensions, including height, length and thickness will be field determined by the Engineer.

All costs in connection with furnishing, placing, shaping, and compacting the asphalt berm shall be included in the unit price per ton for "HMA class and grade being placed" and no additional compensation will be made.

5-04.3(24) CONSTRUCTED ROADWAY WIDTHS (NEW SECTION)

The Contractor is advised that in order to achieve the specified width of overlay on the streets as shown in the Plans, the overlay may need to be extended a foot or more beyond the existing pavement. Unless otherwise specified or as directed by the Engineer, all paved areas shall match existing paved areas including shoulders.

5-04.3(25) PULVERIZING (NEW SECTION)

Roadway Pulverization and Grading

Complete in-place Roadway Pulverization shall be done on the designated roads shown in the plans and as outlined in these Special Provisions.

The Contractor shall do the following to prepare the subgrade for surfacing.

1. Prior to pulverization, remove and dispose from the roadbed all brush, weeds, vegetation, grass, and other debris.
2. Drain water from all low spots or ruts.
3. The contractor shall pulverize the existing designated roadways to a minimum depth of six inches including asphalt surfacing and base materials. After pulverization, all material shall pass a 1-1/4-inch square sieve opening.
4. Shape the entire subgrade to a uniform surface running true to the line, grade, and cross section of the original roadway or as required by the Engineer. Every effort shall be made by the Contractor to shape the road with the pulverized material prior to the use of import.

Compaction equipment used in the test section shall be pneumatic tired rollers and/or vibratory equipment in the vibrating mode.

1. After each roller pass, a density reading is taken with the nuclear gauge at the test spot. Other locations within the test pattern area may also be tested at the discretion of the Engineer.
2. When the density readings increase by less than 1/2 pcf on any two consecutive passes, the rolling is discontinued and the rolling pattern is considered to be established.
3. Water shall be applied as required to control dust and aid during the compaction effort.
4. Each roadway shall be paved no more than 48 hours after pulverization.

5-04.5(1) QUALITY ASSURANCE PRICE ADJUSTMENT

This section and subsections 5-04.5(1)A and B are deleted in their entirety.

5-06 HOT MIX ASPHALT PG 64-22 (with 15 percent RAP and 3 percent (RAS)) (NEW SECTION)

5-06.1 DESCRIPTION

This Work shall consist of providing and placing one (1) or more layers of plant mixed hot mix asphalt (HMA) containing the required materials noted below in Section 5-06.2 on a prepared foundation or base in accordance with the lines, grades, thicknesses, and typical cross-sections shown in the Plans, Specifications, and in accordance with the specific requirements identified in the Special Provisions for HMA Section 5-04 (Except for 5-04.2 "Materials" which shall be as identified in 5-06.2 "Materials" below).

5-06.2 MATERIALS

The provisions of Section 5-04.2 Materials are applicable for this bid item with the exception of the following two items:

1. The third paragraph of Section 5-04.2 which is deleted in its entirety and replaced with the following:

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The Contractor shall utilize RAP and RAS together in the production of HMA. The amount of RAP shall be 15 percent (plus or minus one-half of one percent) of the total weight of aggregate in the mix, and the amount of the RAS shall be 3 percent (plus or minus one-half of one percent) of the total weight of the aggregate in the mix. The RAP may be from pavement removed under the contract or pavement from an existing stockpile. The RAS material shall be in accordance with the material specifications articulated in Section 9-36 Recycled Asphalt Shingles (RAS) Specifications (New Section) of these Special Provisions.

2. And with the exception of the first sentence of the fourth paragraph of Section 5-04.2 of these Special Provisions which is deleted and replaced with the following:

The grade of paving asphalt shall be PG 64-22.

7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS

7-05.3(1) ADJUSTING MANHOLES AND CATCH BASINS TO GRADE

The following is added at the end of this section:

The Contractor shall adjust existing catch basin frames and grates to grade, where directed by the Engineer. Risers will be furnished by the County and available for pick up by the Contractor at the following locations:

King County's Maintenance Facility at Star Lake
26701 28th Avenue South
Kent, WA 98032

7.05.5 PAYMENT

The following is added at the end of this section:

All costs and expenses incurred to adjust catch basin frames and grates to grade shall be considered incidental to the various bid items in the contract and no further compensation will be made.

MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.3(1) GENERAL

The following is added at the end of this section:

To protect the waters of the State, the use of diesel oil or other chemical products as a bond breaker between the asphalt material and drainage appurtenances, such as catch basins, manholes, grate inlets, etc., will no longer be allowed. The Contractor shall instead, utilize metal plates, plywood sheets, pre-approved inlet socks, etc., or other approved methods and devices, to prevent the introduction of all foreign matter, dirt, debris, grindings, asphalt materials including tack, other hazardous materials, etc., in the existing drainage system. The Contractor shall include in the TESC plan the methods he intends to use to comply with this section. No overlay work such as planing bituminous pavement, asphalt paving and placement of shoulder rock will be allowed on any road until approved devices are in place. If and when a failure occurs, and foreign matter enters the drainage system, the Contractor shall immediately stop all work and commence cleanup operations. Cleanup work shall be done to the satisfaction of the Engineer. Drainage structures that have to be paved over due to the lack of appropriate risers, as approved by the Engineer, shall be separated from the asphalt by use of a heavy-duty type construction paper. All costs and expenses for all work described in this section shall be considered incidental to

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the various bid items in the contract and no further compensation will be made.

8-01.3(1)A SUBMITTALS

The following is added at the end of this section:

Fugitive Dust Control Plan (FDCP): The Contractor shall be responsible for the preparation and implementation of the FDCP to be used for the duration of the project. Four (4) copies of the plan shall be submitted to the Engineer for review and acceptance prior to commencement of any construction activities. The Contractor shall maintain a copy of the accepted plan with any updates, to be made available at the work site upon request.

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

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

Introduction

Site Information, such as project size, location, topography, and soil type

Management Information, such as identification of Contractor personnel responsible for maintaining and implementing the FDCP, and contact person in case of a complaint

Identification of all Fugitive Dust sources

Fugitive Dust control methods to be used for each Fugitive Dust source

Source and availability of materials to be used for controlling Fugitive Dust

A schedule, rate of application, or calculations identifying how often, how much, and when the control method is to be used

8-01.3(2)B1 STRAW MULCH (NEW SECTION)

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

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

8-01.5 PAYMENT

The following is added at the end of this section:

Temporary pollution, erosion and sediment control work will be paid by force account under the item "Erosion/Water Pollution Control".

To provide a common proposal for all bidders, the County has entered an amount in the proposal to become a part of the Contactor's total bid.

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The Contractor shall bear full responsibility for water pollution and erosion control in all sources of material, disposal sites, and haul roads the Contractor provides. All costs for this work shall be included in the various unit prices for materials obtained from or hauled to Contractor-provided sites.

8-13 MONUMENT CASES

8-13.1 DESCRIPTION

The following is added at the end of this section:

Monument, monument cases, and covers shall be installed at the locations shown in the Plans and the KCRS (Dwg. 5-014). The Contractor shall furnish and install the monument. Horizontal and vertical locations will be established by the Engineer. The monument case shall match the profile grade of the roadway.

8-13.3 CONSTRUCTION REQUIREMENTS

The following is added at the end of this section:

The contractor shall adjust existing monument case and covers to grade, where directed by the Engineer. Risers will be furnished by the County and available for pick up by the Contractor at the following locations:

King County's Maintenance Facility at Star Lake
26701 28th Ave South
Kent, Washington 98032

8-13.5 PAYMENT

The following is added at the end of this section:

All costs and expenses incurred to adjust monument cases and covers to grade shall be considered incidental to the various HMA bid items on the contract and no further compensation will be made.

8-23 TEMPORARY PAVEMENT MARKINGS

8-23.3(1) PRELIMINARY SPOTTING AND REMOVAL

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

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

Temporary pavement markings consisting of paint may be paved over, but temporary raised pavement markers or removable tape shall be removed prior to paving.

The Contractor shall be responsible for the removal of all temporary pavement markings. King County forces will be installing permanent pavement markings on overlaid roads as each road is completed. The Contractor may, at his own option, wait until all paving work on the project is completed and County forces have installed all necessary permanent pavement markings, before removing the temporary pavement markings. The Engineer will notify the Contractor when to begin removal.

Removal of temporary pavement marking shall be accomplished without damaging the new pavement and the permanent pavement marking. Temporary pavement markings which are in contact with the permanent pavement markings will be allowed to remain in place.

SE 416th Street Recycled Asphalt Shingle (RAS) Paving Demonstration**8-23.4 MEASUREMENT**

This section is deleted in its entirety.

8-23.5 PAYMENT

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

All costs for providing, installing, removing, and disposing of temporary pavement markings shall be included in the price per ton for the applicable type of HMA placed (i.e. "HMA Cl. __ PG __").

9-36 RECYCLED ASPHALT SHINGLES (RAS) SPECIFICATIONS (NEW SECTION)**9-36.1 OVERVIEW**

For purposes of this *SE 416th Street Overlay: Shingles in Paving Demonstration*, this specification requires that the Contractor ensure that the Shingle Recycling Operator and the Recycling Facility:

- Secure a supply of tear-off asphalt shingle scrap and stockpile it, process/grind the scrap, test and stockpile the RAS product;
- Be compliant with their jurisdictions comprehensive solid waste management plan, and any additional local solid waste handling regulations or requirements. For firms in Washington State this includes Chapter 173-350 WAC Solid Waste Handling Standards;
- For firms in Washington State, be permitted as a solid waste handling facility or has properly notified both the Department of Ecology and local health department of the intent to operate under the exemption option;
- Have the necessary plans in place for protecting worker health/safety and the environment;
- Perform testing on the finished RAS product and provide verification that the RAS product does not include asbestos containing material (ACM) as per local, state and federal regulations;
- Meet RAS material quality standards specified herein prescribed to help ensure optimum performance when used in hot mix asphalt (HMA); and
- Meet other stockpiling, sampling and testing requirements specified herein.

Material quality specifications and Shingle Recycling Operator and Recycling Facility qualifications are described in greater detail in the remainder of this Section 9-36. The Contractor is ultimately responsible for seeing that these specifications and qualifications are met by the Shingle Recycling Operator and Recycling Facility. All documentation, testing results, reports, and notifications that are generated as part of this Contract are to be transmitted from the Shingle Recycling Operator and its Recycling Facilities to the Contractor, and the Contractor will provide those to the Contracting Agency.

9-36.2 MATERIAL QUALITY SPECIFICATIONS

The Shingle Recycling Operator and Recycling Facility must meet the following sourcing, inspecting, processing, sampling, testing, and stockpiling standards, including those meant to ensure that the project is free of ACM.

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1. **Requirements for Type of Raw Materials:** Only tear-off asphalt shingles are to be used for the project. Other asphalt roofing products (e.g., built up roofing, rolled or sheet roofing, etc.) shall not be used in this demonstration project.
2. **Requirements for Separation of Raw Materials:** Minor incidental amounts of other roofing materials (e.g., wood, plastic, metal, etc.) are allowed in the incoming loads to the Shingle Recycling Operator, but separation of these materials prior to grinding may be needed for the final product to be within limits of the amount and size of extraneous waste materials allowed in the final RAS product.
3. **Asbestos Testing Requirements:** Each incoming load of tear-off asphalt shingles for the demonstration project must be inspected by an Asbestos Hazard Emergency Response Act (AHERA)-accredited inspector at the time of unloading at the Shingle Recycling Operator's Recycling Facility. If suspect ACM material is found in incoming loads, the load **shall** be rejected or tested for ACM. If material is determined to contain ACM, then the Shingle Recycling Operator must notify the Contractor and follow the rules of Puget Sound Clean Air Agency for handling asbestos and this material **shall not** be used in the demonstration project. The Contractor will notify the Contracting Agency under these circumstances.
4. **Sampling Requirements:** The finished RAS material to be incorporated into the HMA paving demonstration must be randomly sampled in accordance 9-36.4 RAS Sampling and Testing Requirements and tested to ensure that it is free of ACM according to procedures specified in these RAS Specifications.
5. **Gradation Requirements:** The final RAS product shall be processed so that 100 percent passes the 12.5-mm (1/2 inch) sieve and a minimum of 95 percent passes the 9.5-mm (3/8 inch) sieve when tested in accordance with the test method in Washington State Department of Transportation's (WSDOT) *Materials Manual* "FOP for WAQTC/AASHTO for Sieve Analysis of Fine and Coarse Aggregates." (See Appendix 3)
6. **Requirements Regarding Extraneous Waste Materials:** The final RAS product to be used in the HMA shall be substantially free of extraneous waste materials and entirely free of whole, intact nails. Lighter extraneous material such as paper, wood and plastic shall not exceed 1.5 percent by mass as determined on material retained on the 4.75-mm (No. 4) sieve. Total extraneous materials including metals, glass, rubber, nails, soil, brick, tars, paper, wood and plastic shall not exceed 3.0 percent by mass as determined on material retained on the 4.75-mm (No. 4) sieve. The method of sampling and testing shall be in accordance with "FOP for AASHTO Standard Practice for Sampling Aggregates" and "FOP for WAQTC/AASHTO Sieve Analysis of Fine and Coarse Aggregates." (See Appendix 3.)
7. **RAS Moisture Content:** The final RAS product to be used in the HMA shall not contain more than 5.0 percent moisture when tested in accordance with "FOP for AASHTO Total Evaporable Moisture Content of Aggregate by Drying." (See Appendix 3) The Shingle Recycling Operator shall take necessary steps to ensure excessive moisture is not retained in the RAS stockpiles.

9-36.3 SHINGLE RECYCLING OPERATOR AND RECYCLING FACILITY QUALIFICATIONS

In addition to producing a RAS product that meets the material quality specifications outlined above, the Shingle Recycling Operator shall certify that it and its Recycling Facility meet all relevant safety, health and environmental regulations and standards, including, but not limited to, the following requirements:

1. Be compliant with their jurisdiction's comprehensive solid waste management plan and any additional local solid waste handling regulations or requirements. For firms located in Washington State, this includes Chapter 173-350 WAC Solid Waste Handling Standards;

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2. For firms located in Washington State, be permitted as a solid waste handling facility or has properly notified both the Department of Ecology and local health department of the intent to operate under the exemption option;
3. Have in place a workplace accident prevention program that addresses workplace hazards in accordance with local and state regulations. For firms located in Washington State, this includes WAC 296-800-140. The plan must address asbestos hazards; and
4. The Contractor must submit a form, completed and signed by the Shingle Recycling Operator, that certifies that the Shingle Recycling Operator and its Recycling Facility meet the above requirements and standards. (See Appendix 2 RAS Supply Verification Form.)

9-36.4 RAS SAMPLING AND TESTING REQUIREMENTS

The Shingle Recycling Operator shall collect and test samples of the finished RAS product to be utilized in the demonstration project. The Shingle Recycling Operator shall document sampling methods and maintain adequate records of all testing results. Copies of all test records shall be submitted to the Contracting Agency no later than the next business day after the test.

The Shingle Recycling Operator shall use standard procedures for RAS product sampling from the stockpile as per "FOP for AASHTO Standard Practice for Sampling Aggregates." (See Appendix 3) [Note: Alternative or additional sampling collection procedures may be proposed by the Shingle Recycling Operator subject to the prior approval by the Contracting Agency and KCSWD.]

9-36.4(A) ASBESTOS TESTING

The Contractor and Shingle Recycling Operator shall be responsible for providing the following:

1. Asbestos testing shall occur on the finished RAS product after grinding, screening or other finishing processes are complete. For purposes of asbestos testing, the Shingle Recycling Operator shall collect a random one (1) pound sample from the finished RAS product stockpile for every ten (10) tons of RAS produced.
2. Each of the one (1) pound samples shall be divided in half and each half clearly labeled (Example: "Sample #1A" and "Sample #1B", "Sample #2A" and "Sample #2B", etc.). The samples labeled with an "A" shall be transmitted to an accredited asbestos testing laboratory. The samples labeled with a "B" shall be retained, stored for 90 days, and made available to the Contracting Agency upon request.
3. The samples send to the accredited asbestos testing laboratory shall be analyzed by polarized light microscopy as specified in EPA regulations 40 CFR Part 763, Subpart E by an accredited independent laboratory.
4. The Shingle Recycling Operator shall provide the Contractor copies of all original asbestos laboratory reports for submittal to the Contracting Agency.
5. The Shingle Recycling Operator shall allow the Contracting Agency, KCSWD and WSDOT safe access to its Recycling Facility to observe the shingles recycling operations.
6. The Shingle Recycling Operator shall allow the Contracting Agency, KCSWD and WSDOT to arrange and provide safe access to the stockpile for a separate collection of samples directly from the finished RAS product pile upon request.

SE 416th Street Recycled Asphalt Shingle (RAS) Paving Demonstration

7. If ACM is found in the RAS product stockpile, the Contractor and Contracting Agency must be notified within 2 hours, and the entire stockpile shall not be used for the project and shall be disposed of in accordance with applicable legal requirements governing such disposal at the Shingle Recycling Operator's expense.

9-36.4(B) CONSTRUCTION MATERIAL QUALITY CONTROL AND VERIFICATION TESTING

Quality control and verification testing should be conducted on the finished RAS product after screening or other finishing processes are complete. Testing should be completed using the following procedures.

1. The Shingle Recycling Operator shall collect six (6) random material samples of the finished RAS product. Three (3) of these samples shall be retained for 90 days by the Shingle Recycling Operator and three (3) of these samples shall be shipped in accordance with the Contracting Agency's submittal instructions (Contact Agency Representative).
2. Each sample shall be a minimum of 25 pounds.
3. The Shingle Recycling Operator must test the samples for compliance with the "Material Quality Specifications" as specified herein (Section 9-36.2.)
4. All test results, including copies of original lab reports, must be provided to the Contractor and the Contracting Agency.

9-36.5 SOLID WASTE REGULATION COMPLIANCE

Recycled Asphalt Shingles (RAS) are at this time a regulated solid waste. The agencies that enforce these regulations within counties are the jurisdictional health departments and the Washington State Department of Ecology. The Code of the King County Board of Health Title 10 is the regulation that applies to solid waste management in King County. Title 10 has adopted by reference the Washington Administrative Code (WAC) 173-350 solid waste regulations. In Pierce County, the applicable solid waste management code is Chapter 28 Solid Waste Handling Standards of the Tacoma-Pierce County Board of Health. The Snohomish Health District Sanitary Code Chapter 3.2, WAC 173-350 solid waste handling standards are the regulations that govern solid waste handling, storage, collection, processing, treatment, transportation and final disposal within Snohomish County.

The Contractor shall adhere to the Contract schedule requirements as identified in Section 1-08.3, which stipulates a limited contract time frame in which to complete the required work. Because that contract time frame is less than three (3) months the Contractor will not be subject to the requirements in WAC 173-350-320 Piles used for storage or treatment. Therefore the Contractor is not required to obtain a solid waste handling permit or to submit a permit exemption notification. However, if the Contractor fails to keep the Contract schedule requirements, and stores the RAS pile or any remaining RAS materials at its facility for longer than three (3) months, then other regulatory sections of the WAC 173-350-320 piles standard section may apply to the Contractor storage of the RAS material. Compliance with all solid waste regulations shall be the sole responsibility of the Contractor.

Since RAS is a solid waste the Contractor is required to reduce risk to human health and the environment by complying with the Washington state solid waste regulations WAC 173-350-040 Performance standards (see below).

WAC 173-350-040 Performance standards.

"The owner or operator of all solid waste facilities subject to this chapter shall:

- (1) Design, construct, operate, and close all facilities in a manner that does not pose a threat to human health or the environment;

SE 416th Street Recycled Asphalt Shingle (RAS) Paving Demonstration

- (2) Comply with chapter 90.48 RCW, Water pollution control and implementing regulations, including chapter 173-200 WAC, Water quality standards for ground waters of the state of Washington;
- (3) Conform to the approved local comprehensive solid waste management plan prepared in accordance with chapter 70.95 RCW, Solid waste management – Reduction and recycling, and/or the local hazardous waste management plan prepared in accordance with chapter 70.105 RCW, Hazardous waste management;
- (4) Not cause any violation of emission standards or ambient air quality standards at the property boundary of any facility and comply with chapter 70.94 RCW, Washington Clean Air Act; and
- (5) Comply with all other applicable local, state, and federal laws and regulations.”

Though the Contractor is solely responsible for complying with WAC 173-350-040 Performance standards, representatives of the King County Department of Transportation and the jurisdictional health department will be available, including site visits, to provide information and suggestions on how the Contractor can achieve compliance. An initial site visit will be offered to the Contractor to assess the site and discuss RAS material storage methods/practices for successful Performance Standards compliance, before RAS is accepted at the facility.

The Contractor may elect to use the methods/practices listed below or other methods/practices at their discretion, as long as it is in compliance with the above referenced solid waste regulations. The primary exposures that are of concern are to ground and surface water, and air quality.

Stormwater

To eliminate stormwater run-on and run-off, the RAS pile may be stored 1) inside a building, 2) on a concrete pad that drains to the sewer, 3) under a tarp in an area where surface water cannot flow through the base of the pile, or 4) in some other manner that is protective of ground and surface water standards.

Fugitive Dust

To eliminate fugitive dust, the RAS pile may be 1) covered with a tarp, or 2) use some other method that is protective of air quality standards.

The contractor shall permit access by the jurisdictional health department representative and the representative of the Washington State Department of Ecology to inspect the shingle piles for the purpose of determining compliance with WAC 173-350-040 Performance standards. Inspections may be conducted by the jurisdictional health district at random times at a minimum of once every month during the time the RAS is at the Contractor's facility. It is not anticipated that more frequent inspections will be conducted unless the Performance Standards are not being met. The goal of inspections is to assist the Contractor in meeting the Performance Standards. When the RAS material is received by the Contractor, the jurisdiction health department will be notified to schedule the first inspection.

APPENDIX



King County

**SE 416TH STREET OVERLAY (SHINGLES IN PAVING DEMONSTRATION)
CONTRACT C00455C09**

LIST OF APPENDICES

- Appendix 1: Bidder's Responsibility Form
- Appendix 2: RAS Supply Verification Form
- Appendix 3: Select Test Methods from WSDOT's Materials Manual
- Appendix 4: Summary of Required RAS Samples and Tests by Contractor
- Appendix 5: Process Report
- Appendix 6: Project Signing
- Appendix 7: King County Materials Laboratory
- Appendix 8: Fugitive Dust Control
- Appendix 9: Contractor's Submittals
- Appendix 10: Temporary Traffic Control Plans
- Appendix 11: Permits



King County

APPENDIX 1

BIDDER'S RESPONSIBILITY FORMS

- BIDDER'S RESPONSIBILITY FORM
- TABLE 1A

Appendix 1: Bidders Responsibility Form

SECTION A. The Bidder shall demonstrate that its team possesses the following required elements of responsibility:	
Element #	Description
1	Own and operate the HMA plant proposed for use on this project.
	RESPONSE: Physical address of Proposed HMA Plant:
2	The ability and capacity of the HMA plant proposed for use on this project to precisely control (a) the relative ratio of the RAP percentage by weight and (b) the relative ratio of the RAS percentage by weight, as these two materials are incorporated into the two HMA mixes.
	RESPONSE: Describe what equipment proposed plant uses that provides the HMA Plant Operator with the ability and capacity to precisely control: (a) the relative ratio of the RAP percentage by weight (b) the relative ratio of the RAS percentage by weight,
3	Successfully paved a minimum of 10,000 tons of HMA on public roadway projects (either new construction or maintenance overlay), incorporating a minimum of 1000 tons of RAP in the HMA mix, within the last two years.
	RESPONSE: Complete Item # 1 in the attached Table 1A.

4	<p>A minimum of six (6) months of experience researching, experimenting, testing, producing, and evaluating each of the following: (a) RAS Material; (b) RAS incorporated into HMA mix for paving.</p>
	<p>RESPONSE: Please itemize and attach example reports of plans and results describing strategies for incorporating RAS into HMA. Please document your six (6) months of experience on each of the following:</p> <p>(a) RAS Material</p> <p>(b) RAS incorporated into HMA mix.</p>
5	<p>Successfully completed one (1) or more paving projects with a combined total of at least 500 tons of HMA mix that includes the controlled use of RAP and RAS. The HMA need not have been produced at the HMA plant proposed for this project.</p>
	<p>RESPONSE: Complete Item # 2 in the attached Table 1A.</p>
6	<p>An accredited Asbestos Hazard Emergency Response Act (AHERA) inspector on staff or under contract to inspect for ACM in incoming loads of tear-off asphalt shingle scrap to be used to produce the final RAS product for this project.</p>
	<p>RESPONSE: Provide copy of proposed AHERA inspector's accreditation.</p>
7	<p>Have the necessary capacity to: (1) receive and store new tear-off asphalt shingle scrap; (2) process the scrap, and; (3) store it in a separate stockpile from other materials.</p>
	<p>RESPONSE: Provide a one to three paragraph description of this capacity of proposed plans for this work.</p>
8	<p>Ability to meet the time limits identified in the Contract.</p>
	<p>RESPONSE: Provide preliminary schedule of tasks.</p>

SECTION B. Bidder shall also demonstrate or provide the following:	
Element #	Description
1	How it shall self perform work equivalent to at least 70 percent of the Contract Price.
	RESPONSE: The Bidder shall demonstrate this by identifying the work using the specification divisions or sections within a division it intends to perform with its own forces and the estimated dollar amount and percentage to its overall bid amount this itemized work constitutes
2	A brief description of the applicable work experience with the elements identified in Section A above for the following key project team members : <ul style="list-style-type: none"> i. Project Manager ii. Project Superintendent, if different than the Project Manager iii. Designated HMA Plant Operator iv. Designated Asphalt Shingle Recycling Facility Operator v. AHERA Accredited Inspector vi. Road Paving Lead <p>The above project team members shall be considered Key Personnel and shall actively participate in the project for the duration of the project unless replaced with another person with similar experience. Such replacements shall be approved by the Engineer.</p>
	RESPONSE: Attach brief descriptions as required for Key Personnel
3	Provide a preliminary project schedule which demonstrates the Bidder's management and understanding of the Contract Work. Provide a schedule in sufficient detail to demonstrate how the Bidder expects to comply with the Contract Milestones and the Substantial Completion date. Include at least the following: <ul style="list-style-type: none"> a) Activities identified as part of Phase I Preconstruction Activities and Materials Testing__found in Section 1-09.8 of these Special Provisions. b) Activities identified as part of Phase II Construction Paving found in Section 1-08.3 of these Special Provisions. c) Substantial Completion. d) Physical Completion
	RESPONSE: Provide preliminary schedule as noted above.

4	<p>Provide the following environmental compliance documentation from the Shingle Recycling Operator for the Asphalt Shingle Recycling Facility proposed for use on this Contract: Either of the following:</p> <ul style="list-style-type: none"> a) Solid Waste Handling Permit Number and a copy of the section of the Plan of Operation, approved by the local health jurisdiction, that describes asphalt shingle processing; <u>or</u> b) Copies of the Recycling or Material Recovery Facility Notice of Intent to Operate under Terms and Conditions for Solid Waste Permit Exemption and the corresponding approval letter from the local health jurisdiction for the Solid Waste Permit Exemption.
	<p>RESPONSE: Provide either (a) or (b) as noted above.</p>
5	<p>The Bidder shall provide a copy of any official documentation which reflects any written warnings or violations of any local, state, or federal environmental or solid waste laws or regulations within June 2008 to the present.</p> <p>The County will evaluate to determine if the Bidder's contract history demonstrates quality of past performance and the capability to successfully manage and construct this Project.</p> <ul style="list-style-type: none"> a) Identify if within the past 5 years that the Bidder or, if the Bidder is a JV or BOS, any member of the JV or BOS has: b) Had a contract terminated for cause or default; c) Has been (a) convicted of a willful violation or (b) issued a willful violation citation by Department of Labor & Industries, or similar organization with jurisdiction in the United States; d) Not been an active contractor; e) Been in bankruptcy, reorganization and/or receivership; f) Not been registered and licensed as a construction contractor; g) Been disqualified by any federal, state or local agency from being awarded and/or participating in public contracts. h) Explain the circumstances surrounding the event identified above.
	<p>RESPONSE: Provide requested information and documentation noted above.</p>
6	<p>The County will evaluate to determine if the Bidder's criminal history demonstrates inappropriate character, integrity, reputation, judgment, and experience of the Bidder. Identify all criminal convictions, including pleas of nolo contendere, of the Bidder and any officers of the Bidder. If the Bidder is a JV or BOS, provide all information for each member of the JV or BOS.</p>
	<p>RESPONSE: Provide written response.</p>

7	<p>Submit the Bidder's accident/injury experience factor from the Department of Labor and Industries or other appropriate organization from the year 2005 to present. If the Bidder is a joint venture, provide information for members of the joint venture who will be performing and managing the Contract work. If a JV or BOS partner is only providing financial support, this information is not required and will not be evaluated with regard to this element.</p>
	<p>RESPONSE: Provide written response.</p>
8	<p>At the County's request, provide any additional explanation or information, which would assist in evaluating the qualifications of the Bidder, subcontractors, project team members, JV or BOS members, and bid price.</p>
	<p>RESPONSE:</p>

TABLE 1A

1. Use of RAP in HMA

Please provide information on completed road construction projects utilizing RAP in HMA from the HMA plant proposed to supply the asphalt under this Contract. The projects listed should total at least 10,000 tons of HMA. Attach duplicate sheets if necessary.

Project Date	Project Name and Location	Project Owner, Contact Name, and Phone Number	HMA Plant Name/Location	Tons of HMA Used	% of RAP in HMA
Total Tons					

TABLE 1A

2. Completed paving project and/or test sections incorporating RAS and RAP

Please provide information on completed road construction projects or test sections utilizing RAP and RAS in HMA. The projects listed should total at least 500 tons of HMA. The RAS/RAP HMA need not have been produced at the HMA plant proposed for this project.

Project Date	Project Name and Location	Project Owner, Contact Name, and Phone Number	HMA Plant Name/Location	Tons of HMA Used	% of RAS in HMA	% of RAP in HMA
Total Tons						



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APPENDIX 2

- RAS SUPPLYVERIFICATION FORM

Appendix 2: RAS Supply Verification Form

The Shingle Recycling Operator and Recycling Facility proposed to supply RAS material for the *SE 416th Street Overlay: Shingles in Paving Demonstration* must complete the information below. King County understands that the Shingle Recycling Operator may be the Bidder or a separate company contracted by the Bidder. The selected Bidder shall submit this form to King County within three (3) working days after Notice to Proceed.

Shingle Recycling Operator

Company name: _____

Address: _____

Web Site: _____

Recycling Facility Address (if different than Company Address):

Contact Name: _____

Phone number: _____

Email: _____

CERTIFICATION

We the undersigned will meet and adhere to the RAS Specifications outlined in Section 9-36 of this Contract. In addition, we certify the following:

- We currently have the equipment and operations in place to meet the RAS Specifications for the required quantities.
- We agree to openly communicate about the production of the final RAS product and the final HMA mix and to respond specific requests from the King County Contract Manager.
- We agree to let Project Team members sample and test the RAS product as necessary during the production process.
- We agree to provide information, and allow King County to take photographs and video to enable King County to document the demonstration project. Information may include (but is not limited to) costs challenges, benefits, or overall experience producing the product to specification. Information, images and video are subject to item 4 under IMPORTANT NOTES REGARDING THIS PROJECT in GENERAL REQUIREMENTS of this Invitation to Bid.

Print Name _____ Title _____

Signature _____ Date _____



King County

APPENDIX 3

- SELECTED TEST METHODS FROM WSDOT'S MATERIALS MANUAL

Appendix 3: Selected Test Methods from WSDOT's Materials Manual

Attached is a summary of relevant test methods from WSDOT's Materials Manual (January 2009), which reflects the continual policy of adopting consensus standards across AASHTO, ASTM, WAQTC, and WSDOT test methods wherever possible.¹

The full Materials Manual can be accessed online at <http://www.wsdot.wa.gov/publications/manuals/fulltext/M46-01/Materials.pdf> as described on the WSDOT web page: <http://www.wsdot.wa.gov/Publications/Manuals/M46-01.htm>

King County Solid Waste Division LinkUp team members, working with WSDOT, will provide informational technical assistance on these procedures to the Shingle Recycling Operator proposed to supply the RAS materials for this project.

<u>Procedure</u>	<u>Number</u>	<u>Owner</u>	<u>Test Method (January 2009)</u>
T	27/11	WSDOT	FOP for WAQTC/AASHTO for Sieve Analysis of Fine and Coarse Aggregates
T	308	WSDOT	FOP for AASHTO for Determining the Asphalt Binder Content of Hot Mix Asphalt (HMA) by the Ignition Method
T	2	WSDOT	FOP for AASHTO for Standard Practice for Sampling Aggregates
T	255	WSDOT	FOP for AASHTO for Total Evaporable Moisture Content of Aggregate by Drying

¹ WSDOT annually publishes an updated version of its Materials Manual every January.



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APPENDIX 4

- SUMMARY OF REQUIRED RAS SAMPLES AND TESTS BY CONTRACTOR

Appendix 4: Summary of Required RAS Samples and Tests by Contractor

The following RAS samples and tests shall be performed by the Contractor in accordance with the RAS Specifications outlined in Section 9-36 of this Contract. ^(a)

Schedule	King County ID # (b)	Test or Survey Item	Contractor Responsibilities
Early July		Contractor's Report and Preliminary RAS Processing	
	8	KCDOT and WSDOT to verify RAS and RAP measuring or metering process used by Contractor.	Contractor to submit process report after pre-construction conference.
Early July		Contractor Develops Traditional Virgin HMA Mix Design	
	9	Traditional HMA mix design	Contractor to develop traditional virgin HMA mix design and submit representative samples of aggregates to WSDOT for verification.
Mid July		Final Grind and Preliminary RAS Sampling	
	10 - 14	RAS samples	Contractor collects duplicate RAS samples and submits one set to WSDOT as per RAS specification.
	10	RAS gradation	Contractor to sample, test, and report results to KCDOT.
	12	RAS moisture	Contractor to sample, test, and report results to KCDOT.
	13	RAS extraneous waste materials content	Contractor to sample, test, and report results to KCDOT.
	14	RAS asbestos	Contractor to sample, test with independent lab, and report results to KCDOT (as per RAS specification).
	26	WSDOT develops RAS + RAP mix design.	Contractor to submit RAP samples to WSDOT. Contractor may need to respond to WSDOT's mix design recommendations for the RAS + RAP test mix.

Notes:

- (a) Most of the samples and tests above relate to the addition of RAS and RAP to HMA. They are in addition to the normal materials testing requirements per the Project specifications and referenced WSDOT requirements, including QA/QC tests on the virgin HMA.
- (b) Test ID # sequence per King County's internal testing work plan. Contractor not responsible for omitted numbered tests (not shown in this Appendix).



King County

APPENDIX 5

- PROCESS REPORT OUTLINE

PROCESS REPORT OUTLINE

The Contractor shall provide a Process Report for using RAP and RAS in HMA. The Report will including any supplemental materials such as diagrams or photographs, showing the experience, equipment and methods that will be used to process RAS, and mix, place and compact HMA containing RAS and RAP as required by this Contract. The Process Report shall be submitted by the selected Bidder within three (3) working days after Notice to Proceed, and it must include the following elements:

- Proposed Shingle Recycling Operator.
- Past relationship with the RAS Supplier.
- Source(s) of tear-off asphalt shingle scrap the RAS Supplier will use (e.g., roofing companies, haulers, etc.).
- Inspection by AHERA Accredited inspector, as tear-off asphalt shingle scrap is received at the Recycling Facility
- Description of how the extraneous waste materials will be separated to ensure they are not incorporated into the RAS at a rate that exceeds the RAS Specifications limit.
- Identification of the equipment and processes to be used in processing tear-off asphalt shingles into RAS in sufficient quantities to meet the needs of the project.
- Description of how the RAS material will be stored.
- Description of any RAS and RAP material blending.
- Description of how the RAS and RAP material will be introduced into the HMA mix to ensure that all materials have not clumped or aggregated to any extent.
- Description of how the RAS material will be metered to control a precise percentage into the HMA mix.
- Description of how the RAP material will be metered to control a precise percentage into the HMA mix.
- Summary of safety plans in place for adequately protecting workers handling both RAS and HMA.
- Any other pertinent descriptions of the process of using RAS and RAP in HMA.

Mark any and all pages of the Process Report the selected Bidder considers proprietary or confidential. The Process Report is subject to item 4 under IMPORTANT NOTES REGARDING THIS PROJECT in GENERAL REQUIREMENTS of this Invitation to Bid.



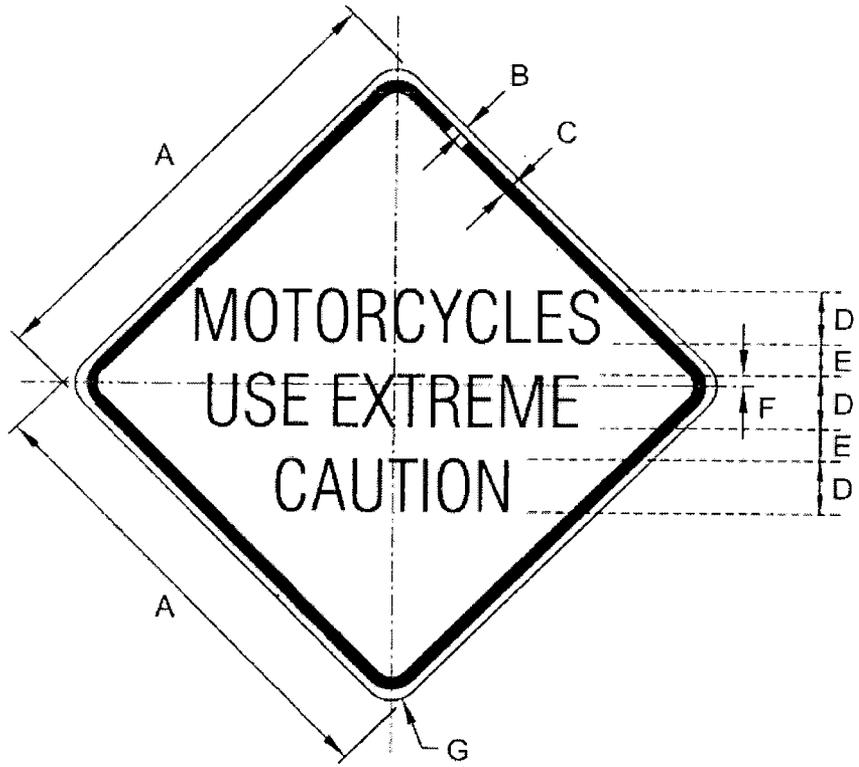
King County

APPENDIX 6

PROJECT SIGNING

- W21-1701 Special Warning Sign for Motorcycles

W21-1701



DIMENSIONS (MILLIMETERS)						
A	B	C	D	E	F	G
900	18	22	125C	75	25	56
1200	19	31	150C	100	38	75

DIMENSIONS (INCHES)						
A	B	C	D	E	F	G
36	5/8	7/8	5C	3	1	2 1/4
48	3/4	1 1/4	6C	4	1 1/2	3

COLORS

LEGEND - BLACK (NON-REFL)

BACKGROUND - ORANGE

Special Warning Sign for Motorcycles



APPENDIX 7

KING COUNTY MATERIALS LABORATORY DOCUMENTS

- Definitions of Terms
- Lead Times for King County Materials Laboratory Testing
- Certification of Materials Origin
- Request for Approval of Material Source (RAMS)
- Concrete Mix Design

Definitions of Terms Found in the Record of Materials (ROM)

KCML: King County Materials Laboratory

ROM: The Record of Materials (ROM) lists all the bid items in the contract that require new materials to be incorporated into the finished project. Two temporary items that do require submission of RAMS are Silt Fence and Inlet Protection. Both of these items are listed in the contract and both have specific engineering properties. They both serve a function during construction, protecting the local watersheds from construction runoff. If traffic signals or illumination are part of the contract, a generic **Signal ROM** is attached. Only those items on the signal ROM that are part of the contract require source approval. Approval of all items is by submission of a Request for Approval of Material Source (**RAMS**). The ROM describes the type of documentation required and the number of samples. Every item on the ROM requires a source approval before the material is acceptable.

RAMS: The Request for Approval of Material Sources is the contractors' means of identifying the sources of the materials he/she intends to incorporate into the finished project. Approval of the sources on the RAMS is required prior to the material being installed on the project. The form can be filled out electronically or by hand. The right hand column is left blank for KCML response. Multiple items may be submitted on single RAMS.

B.I. Bid Item Number for listed material

UOM: Unit of Measure

Bid Item Description: Description of Material

Approval Code: When a contractor submits a material to be used on the project through a RAMS, the KCML Quality Control Engineer reviews the material source and assigns an action code on the RAMS. This number is also entered on the RAMS sheet.

Documentation Requirement:

Certification: This is a general term for paper documentation showing that an item meets the project specifications. This certification is generally acquired by the contractor from the supplier then forwarded to the Project Inspector.

Certificate of Materials Origin: This form is required for acceptance of Steel or Iron materials on Federal Aid projects. The form must be filled out by the contractor or supplier. The form cannot be filled out by King County personnel.

Catalog Cut: This is a copy printed from a catalog of the material that shows it meets specification.

WSDOT Aggregate Source Approval: This is proof that WSDOT has accepted a pit or quarry material based on a battery of laboratory testing. This report will also note an expiration date for when the pit or quarry ends WSDOT acceptance of materials.

Samples: When the ROM requires samples for acceptance of soils and aggregates, KCML Qualified Field Engineers must obtain these samples. Contractor samples will not be accepted. On the RAMS, pit or quarry sources of origin must be identified. Pits and quarries pre-approved by WSDOT and that are known to be capable of producing specification material are acceptable as sources. The aggregates to be incorporated in King County projects must be sampled and pass various tests and meet specification prior to use.

The number of **Required Samples** called for on the ROM is an estimate based on frequency guidelines developed for King County projects. The King County guidelines recommend more frequent sampling than the WSDOT Construction Manual because of the different nature of our projects. Generally, King County Road projects are smaller with smaller quantities. Materials, particularly aggregates, are delivered to our projects on an intermittent basis without dedicated stockpiles. More frequent sampling and testing is necessary to assure confidence in the collected results for the entire bid item material. Generally, the number of samples shown is the minimum required to provide assurance of the quality of the material being tested.

Minor Quantity or M/Q: This indicates a small quantity of material, usually less than half of the quantity shown in the frequency guidelines. In all cases a **RAMS** is required for approval of the source. To be accepted without sampling and testing, the materials must be from a known and acceptable source with a recent history of supplying acceptable materials. However, if the material is being used in a structurally significant installation, as in a roadway prism or wall backfill, aggregate sampling and testing, along with field density compaction tests, will be required.

Mix Designs: Both Concrete and Hot Mix Asphalt (HMA) must have approved mix designs prior to use on King County projects. Concrete mix designs must be submitted on the King County Concrete Mix Design Form. For HMA Job Mix Formula's, the contractor is responsible for developing the mix design.

Cylinders: This refers to the 6x12 inch or 4x8 inch concrete cylinder molds cast in the field by KCML Qualified Engineers at the time of placement. These are normally made in sets of three. These cylinders are then broken in the Lab to determine the compressive strength of the concrete. One cylinder is broken at 7 days to provide early break information of concrete strength, measured in pounds per square inch (psi). The remaining two cylinders are broken at 28 days. The average of these two cylinders is the actual recorded strength which is compared to the required specified strength. Additional cylinders will be made for field or lab curing and broken at the request of the field inspection staff.

Field Density Tests: This note highlights that the installation of this material requires testing and documentation of compaction, in-place density. The KCML performs the testing in the field by Qualified Field Engineers with nuclear density gauges. This is applicable to aggregate backfill and asphalt paving.

WSDOT Inspection: Many vendor furnished items require inspection of the fabrication process. This particularly applies to concrete catch basins and manholes, drainage grates and manhole covers. The Washington State Department of Transportation (WSDOT) provides this inspection service. These common items are stamped "Approved for Shipment" by WSDOT inspectors. King County's Construction Services Inspectors on the project must confirm that these items are appropriately marked prior to acceptance. The KCML accepts Field Inspectors' written certification or photos that show stamps were present. For unique, individually engineered items, such as pre-stressed girders or pre-cast drainage vaults, a WSDOT Inspector's signed inspection certification is required.

CPAR: This is the Concrete Pipe Acceptance Report provided by WSDOT Inspection. Vendors who furnish reinforced concrete pipe have the larger diameter pipe individually inspected and stamped "Approved for Shipment." The smaller diameters, up to 30 inches, are accepted in bulk, based upon this acceptance report that is renewed every quarter.

Shop Drawings: Shop Drawing of a fabricated item or wall system must be submitted for acceptance of item.

Landscape Architect Approval: King County Landscape Architect must approve material before placement.

LEAD TIMES FOR KING COUNTY MATERIALS LABORATORY TESTING

The times given below for test results are determined under optimum conditions, after initial samples have been taken. Inspectors and Contractors scheduling work that needs testing should notify Geralyn Miller-Nucci (206) 423-0992 at the Materials Laboratory, as soon as possible, so that personnel can be assigned to meet testing needs in a timely manner.

AGGREGATES

Backfill, Asphalt or Concrete

TEST (Spec. Reference) <u>LABORATORY TEST</u>	<u>Purpose</u>	<u>Lead Time for results</u>
Sampling at Pit or Quarry AASHTO: T-2, T-248	Collect field samples for laboratory analysis for the following tests:	1 day
Sieve Analysis AASHTO: T-11, T-27	Sieve analysis, particle size distribution, soil characteristics for structural design. Requires oven drying of sample.	2 days
Fracture WAQTC: TM-1	Visual inspection to determine percentage of one or more faces with mechanical fractures, required for interlocking of particles	2 days
Sand Equivalent ASHTO: T-176	Measures clay content of fine soils, or how "dirty" the material is, and is run in conjunction with the sieve analysis.	2 days
Specific Gravity AASHTO: T-84 & 85	Unit Weight of aggregates or quarry rocks.	3 days
Los Angeles Abrasion AASHTO: T-96 & ASTM: C-535	Characterizes toughness & abrasion resistance of aggregate and rocks.	3 days
Degradation Value WSDOT TM-113	Determines susceptibility of an aggregate to degrade into plastic fines when abraded in the presence of water.	3 days
HMA Aggregates AASHTO: T304, ASTM: C117, 128, 136, & 702	Sieve Analysis, Specific Gravity, Fracture, minus 200 wash and un-compacted Voids.	3 days
Maximum Density Curve WSDOT: TM-606	Establish density curve for compaction of granular soils: i.e. Gravel Borrow, Backfill for Wall, CSBC, CSTC.	3 days
Proctor AASHTO: T-99 or T-180	Establish moisture-density curve to determine optimum moisture-maximum density for compaction of native soils used as backfill.	3 days
<u>FIELD TEST</u>		
Soil Compaction KCML Test Method: S-1	Nuclear Moisture-Density Gauge testing for soil compaction, in field.	1 hour

Note: Gradation, SE and fracture tests are run concurrently with aggregate samples: 2 days
 Specific Gravity, LA Abrasion & Degradation are run concurrently on quarry rock samples: 3 days

LEAD TIMES FOR LABORATORY TEST RESULTS

ASPHALT

TEST (Spec. Reference) <u>LABORATORY TEST</u>	<u>Purpose</u>	<u>Lead Time for results</u>
Correlation Cores KCML Test Method: N-1	Needed to establish correlation factor for Nuclear Gauges. 10 cores are cut to determine actual in-place density for comparison to the nuclear gauge density numbers, this produces a correction factor.	3 days
Ignition Oven Correction Factor, ASTM: D-6307	Required for each new HMA or Class A/B, E Asphalt mix design. (Valid for 1 Year)	3 days
Bulk Specific Gravity ASTM: D-1188 or D-2726	Specific gravity of laboratory compacted asphalt mixtures or field cores of asphalt pavements. Includes air voids. A laboratory method of determining asphalt mix density. Done in conjunction with correlation.	2 days
HMA Mix Design Verification WSDOT: SOP's 731 & 732	Required when contractor submits an HMA mix design in accordance with section 5-04.3(7)A, Mix Design-General of the WSDOT Standard Specifications without WSDOT Verification of mix design.	28 days
HMA Gyratory Compaction AASHTO: T-312	Required to determine volumetric parameters for evaluation of in-place HMA Mix.	2 days
Stability AASHTO: T-246, T-247	Resistance to deformation of bituminous mixture by means of Hveem Stabilometer	2 days
Cohesion AASHTO: T-246, T-247	Measures tensile strength of bituminous mix.	2 days
Voids AASHTO: T-269	Air voids in bituminous mixture, Rice density (Theoretical 100%) minus the air voids equals the percent compacted density.	2 days

FIELD TEST

Requires 24 hour notice for laboratory support

Rice Density AASHTO: T-209	Establishes 100%, absolute baseline density. Number is used in the field with nuclear gauge readings for calculation of percent compaction. <i>From time received in lab, includes travel.</i>	3 hours
Asphalt Content ASTM: D-6307	Ignition oven method for determining asphalt content in mix for conformance with specs. Includes gradation and fracture. <i>From time received in lab, includes travel.</i>	6 hours
Asphalt Densities KCML Test Method: N-1	Asphalt Thin-Lift Nuclear Gauge testing in field. Determines % compaction of Rice Density.	1 hour

LEAD TIMES FOR LABORATORY TEST RESULTS

CONCRETE

TEST (Spec. Reference) LABORATORY TEST	Purpose	Lead Time for results
Mix Design	Reviewed by Materials Laboratory for material and specification conformance.	2 days
<u>FIELD TEST</u>	<i>Requires 24 hour notice for field tester</i>	
Entrained Air ASTM: C-231	Test for specified entrained air content.	¼ hour
Slump ASTM: C-143	Field measurement of water/cement ratio and workability.	¼ hour
Temperature ASTM: C-1064	Field measurement to ensure plastic concrete mix is within specified temperature limits (55°F - 90°F).	¼ hour
Yield & Unit Weight ASTM: C-138	Field measurement of weight and volume of concrete mix to determine if constituents are present in proper proportions	¼ hour
Making Cylinders ASTM: C-31	Cast concrete cylinders in molds for future compression testing.	¼ hour
Cylinders (Compression) ASTM: C-39	Measure strength to insure that concrete meets design requirements. <i>See requirements for field cure and transportation of cylinders to laboratory.</i> ASTM C31 requires transportation to lab for final curing within 48 hrs of casting.	28 days
Beam ASTM: C-78	Confirm flexural strength of concrete mix design for concrete pavements. <i>Made by laboratory staff during construction.</i>	14 days

LEAD TIMES FOR LABORATORY TEST RESULTS

SOILS

TEST (Spec. Reference) <u>LABORATORY TEST</u>	<u>Purpose</u>	<u>Lead Time for results</u>
Proctor AASHTO: T-99 or T-180	Establish moisture-density curve to establish optimum moisture and maximum density for compaction of native soils used as backfill.	3 days
Maximum Density WSDOT: T-606	Establishes baseline density for compaction of granular soils i.e. Gravel Borrow, Backfill for Wall, CSBC & CSTC.	3 days
Top Soil, AASHTO: T-27, 88 & 267	Gradation, clay content, and organic content. (Requires burn-off of organics & hydrometer test)	5 days
Gradations AASHTO: T-11, 27	Sieve analysis, particle size distribution and soil characteristics for structural design. Requires oven drying of sample.	2 days
Sand Equivalent AASHTO: T-176	Measures clay content of fines or how "dirty" the material is. Done in conjunction with the sieve analysis.	2 days
Hydrometer ASTM: D-1140	Measures particle size distribution, specifically of silts and clays Used for soil classification and design.	3 days
Liquid Limit AASHTO: T-89	Percent moisture content at which fine grain soils "flow." Used for soils classification and design.	3 days
Plastic Limit AASHTO: T-90	Percent moisture content at which fine grain soils are plastic, i.e. can be shaped. Used for soils classification and design.	3 days
R-Values AASHTO: T-190	Measure of soil expansion and load bearing capacity. Used for design.	5 days
<u>FIELD TEST</u>	<i>Requires 24 hour notice for laboratory support</i>	
Soil Compaction KCML TM: S-1	Nuclear Moisture-Density Gauge testing for soil compaction, in field.	1 hour

MATERIAL FORMS & RECORDS

The information in the appendix is preliminary and can be changed during the life of the contract by change orders.

The Following Items Are Considered to Be Steel or Iron Manufacturing Processes

- 1) Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron.
- 2) Production of steel by any of the following processes
 - a) Open Hearth Furnace
 - b) Basic Oxygen
 - c) Electric Furnace
 - d) Direct Reduction
- 3) Rolling, heat treating, and any other similar processing.
- 4) Fabrication of the products
 - a) Spinning wire into cable or strand
 - b) Corrugating and rolling into culverts
 - c) Shop fabrication
- 5) Protective coatings such as zinc, aluminum, epoxy, paint, or any other coating that protects or enhances the value of steel or iron.

Instructions For Use

Prior to use of this form read Section 1-06 of the Standard Specifications. Allow sufficient lead time to process requests; incomplete or improperly filled out forms may be returned to the Contractor.

Materials submitted under the same Bid Item No. should be listed on the same or successive forms; additionally, several Bid Item Nos. may be listed for one material. For material to be used under a Lump Sum Item, reference shall be made to appropriate Spe

Fabricated items should identify the name and the location of the fabricator. The base materials shall be identified separately with their associated manufacturers.

Ready-mix concrete shall include the name and location of the batch plant, source of cement (type, manufacturer, and location of cement plant), concrete admixtures (product name and type), and source of all aggregates (WSDOT State ID No. or legal descrip

Example:

King County Department of Transportation Materials Laboratory	 King County	155 Monroe Avenue NE, Bldg.D Renton, WA 98056-4199 Phone: (206) 296-7709 Fax: (206) 296-0179		
Request for Approval of Material Source				
Project Name: Wagners Bridge No. 364B - Replacement		Project Number: 200604	Date: 10/31/2007	
Contractor: Scarsella Bros., Inc.		Sub-Contractor: KLB Construction		
Address: Post Office Box 68697		City: Seattle	State: WA ZIP: 98168-0697	
Submitted by: Theodore X. Brickleback		Title: Project Manager		
<i>For assistance in completing, see Instructions and Example</i>			KCML Use Only	
Bid Item No.	Material or Manufacturer's Product/Type	Name and Location of Fabricator, Manufacturer or Pit Number	Specification Reference	Approval Action Code
36.02 & 38.02	Epoxy Coated Rebar	Rebar Benders, Inc Wenatchee, WA	9-07	
	Reinforced Steel	Duro Steel Kingston, TX	9-07.2	
	Epoxy Coating - E-POX-E	3M	9-07.3	
	Coater	Richland Steel Works Richland, VA		
27.03	Resin Bonded Anchors Evertight Epoxy	Uptight, Inc. Dallas, TX	Specials Pg. 48	
	Threaded rod, washer, nut	All City Bolt Corp. Portland, OR	Plan Sht. 52	
23.06	Sign Posts - 6 x 8 posts (Doug Fir)	Black River Sawmill	9-09	
	ACZA Treatment	WoodTreaters, Inc. Puyallup, WA	9-09.3	
13.08	Min. Agg. for HMA 1/2"	PS-A-205	9-03.8	
13.09	PG 64-28	U.S. Oil Seattle, WA	9-02.4	
For King County Materials Laboratory Use Only				
King County Materials Engineer: Alan D. Corwin, P.E		Sr. Quality Control Engineer:		Date:

Form Instructions

Mix Design Form:

1. Contractor - The name of the Contractor submitting the design for review.
2. Submitted By - The name of the Contractor's representative submitting the design.
3. Date - Date the design is submitted to the Materials Lab.
4. Concrete Supplier - The Company supplying the concrete.
5. Plant Location or Site - The physical location of the plant where the concrete will be produced.
6. Bid Item Number(s) - The Contract Bid Item Numbers that the mix will be used on.
7. Concrete Class - The Class of Concrete being submitted for review.
8. Remarks - Any special characteristics or special mix class.
9. Mix Design Number - Unique number assigned to this mix design.
10. Cement - Source, Type, Specific Gravity and Pounds per Cubic Yard being used.
11. Fly Ash^a - Source, Type, Specific Gravity and Pounds per Cubic Yard being used.
12. Microsilica - Source, Type, Specific Gravity and Pounds per Cubic Yard being used.
13. Latex - Source, Type, Specific Gravity and Pounds per Cubic Yard being used.
14. Slag - Source, Type, Specific Gravity and Pounds per Cubic Yard being used.
15. Air Entrainment - Manufacturer, Product Name, ASTM/AASHTO Type, estimated range in Ounces per Cubic Yard being used.
16. Water Reducer - Manufacturer, Product Name, ASTM/AASHTO Type, estimated range in Ounces per Cubic Yard being used.
17. High Range Water Reducer - Manufacturer, Product Name, ASTM/AASHTO Type, estimated range in Ounces per Cubic Yard being used.
18. Set Retarder - Manufacturer, Product Name, ASTM/AASHTO Type, estimated range in Ounces per Cubic Yard being used.
19. Other additive - Manufacturer, Product Name, ASTM/AASHTO Type, estimated range in Ounces per Cubic Yard being used.
20. Total Water - Maximum water that would be used in the concrete.
21. Reclaimed/Recycled Water - Maximum Reclaimed or Recycled water used in the concrete.
22. Water/Cement Ratio - Maximum water/cement ratio for this design.
23. 28-Day Comp. Strength - For Structural Concrete only enter the Average strength of the concrete at 28 days. This should be significantly higher than the required strength. For PCC Pavement designs, enter test results of five cylinders and the average are required.
24. 14-Day Flexural Strength - Test results & average for five concrete beams. Required for paving mixes.
25. Reviewed By: - King County Materials Laboratory.
26. Date - Date signed by the King County Quality Control Engineer.
27. WSDOT Pit Number - the pit number(s) assigned to the sources where the aggregate is coming from.
28. ASR Mitigation Required^b - Yes or No, has WSDOT tested and found the pit to require mitigation.
29. Grading^c - The AASHTO, WSDOT, or Combined Grading. Combined Grading requires a 0.45 Power Chart be attached.
30. Percent of Total Aggregate - Percentage of the total aggregate made up by this component.
31. Specific Gravity - The specific gravity of each component.
32. Lbs./cy (ssd) - Weight in saturated surface dry condition of this component per cubic yard.
33. Percent Passing - Gradation for each size sieve for each component.
34. Combined Gradation - Mathematical gradation for all the aggregates when combined.
35. Aggregate Correction Factor - This factor is determined using AASHTO T152.
36. Fineness Modulus - Required for concrete using Class 2 sand.

0.45 Power Chart Instructions

1. Plot the Combined Gradation on the chart.
 2. Graph a line that begins at a point of 0 percent passing the U.S. No. 100 sieve and ends at the point where 100 percent passing the maximum aggregate size.
 3. Graph a line that begins at the origin and ends at the point where 100 percent passes two standard sieve sizes below the maximum aggregate size.
- a Required for Class 4000D and 4000P mixe
- b If "Yes" - Attach proof of mitigating measure, either ASTM C1260, AASHTO T303, ASTM C1293, or ASTM C295 test results.
- c AASHTO No. 467, 57, 67, 7, 8; WSDOT Class 1, Class 2; or combined gradation.
If "combined gradation" - complete page 2.

Contractor	Submitted By	Date
Concrete Supplier	Plant Location	
Project Number	Project Name	

This mix is to be used in the following Bid Item No(s): _____

 Concrete Class: **(check one only)**

- 3000
 4000
 4000D^a
 4000P^a
 4000W
 Concrete Overlay
 Cement Concrete Pavement^d
 Other _____

Remarks: _____

Mix Design No. _____ Plant No. _____

Cementitious Materials	Source	Type, Class or Grade	Sp. Gr.	Lbs/cy
Cement				
Fly Ash ^a				
GGBFS (Slag)				
Latex				
Microsilica				

Concrete Admixtures	Manufacturer	Product	Type	Est. Range (oz/cy)
Air Entrainment				
Water Reducer				
High-Range Water Reducer				
Set Retarder				
Other				

 Water (Maximum) _____ lbs/cy Is any of the water Recycled or Reclaimed? Yes^e No

 Water Cementitious Ratio (Maximum) _____ Mix Design Density _____ lbs/cf^d
Please Attach 30 Day Break History for this Mix ID

Design Performance	1	2	3	4	5	Average ^f
28 day Compressive Strength (cylinders) psi						
14 Day Flexural ^d Strength (beams) psi						

King County Materials Lab Use Only (Check appropriate box)

- This Mix Design **MEETS CONTRACT SPECIFICATIONS** and may be used on the bid items noted above
 This Mix Design **DOES NOT MEET CONTRACT SPECIFICATIONS** and is being returned for corrections

Reviewed By: _____ Sr. QC Engineer _____ Date

Remarks: _____

Aggregate Information

Concrete Aggregates	Component 1	Component 2	Component 3	Component 4	Component 5	Combined Gradation
WSDOT Pit No.						
WSDOT ASR 14-day Results (%) ^b	<input type="checkbox"/> Yes <input type="checkbox"/> No					
Grading ^c						
Percent of Total Aggregate						100%
Specific Gravity						
Lbs/cy (ssd)						

Percent Passing

2 inch						
1-1/2 inch						
1 inch						
3/4 inch						
1/2 inch						
3/8 inch						
No. 4						
No. 8						
No. 16						
No. 30						
No. 50						
No. 100						
No. 200						

Fineness Modulus: _____ (Required for Class 2 Sand)

ASR Mitigation Method Proposed ^b : _____

Notes:

- a Required for Class 4000D and 4000P mixes.
- b Alkali Silica Reactivity Mitigation is required for sources with expansions over 0.20% - Indicate method for ASR mitigation. For expansion of 0.21% - 0.45%, acceptable mitigation can be the use of low alkali cement or 25% type F fly ash. Any other proposed mitigation method or for pits with greater than 0.45% expansion, proof of mitigating measure, either ASTM C1260 / AASHTO T303 test results must be attached. If ASTM C1293 testing has been submitted indicating 1-year expansion of 0.04% or less, mitigation is not required.
- c AASHTO No. 467, 57, 67,7,8; WSDOT Class 1, Class 2; or combined gradation. See Standard Specification 9-03.1.
- d Required for Cement Concrete Pavements.
- e Attach test results indicating conformance to Standard Specification 9-25.1.
- f Actual Average Strength as determined from testing or estimated from ACI 211.



King County

APPENDIX 8

- FUGITIVE DUST CONTROL PLAN



King County

Department of Transportation
Road Services Division
A. Construction Engineering
Unit
201 S Jackson Street
Seattle, WA 98104-3856

Fugitive Dust Control Plan

This plan, upon signature and submittal to the Engineer, will serve as an approved Fugitive Dust Control Plan to be implemented at the designated site. This plan must be submitted by the Contractor and received by the Engineer on or before the Pre-Construction Conference.

The approved plan serves as an acknowledgement by the Contractor to their duty to address state and local laws governing dust emissions and the potential for first offense issuance of a Notice of Violation by the air district where violations are substantiated by the Puget Sound Clean Air Agency staff.

The Contractor agrees to comply with all the requirements issued by the Puget Sound Clean Air Agency and will hold the County harmless for any violation incurred by the issuing agency.

Site Location: _____

Contractor: _____
(Name, Phone, Fax)

List of Responsible Persons:

Office: _____
(Name, Title, Address, Phone)

Field: _____
(Name, Title, Phone)

Site Information:

Fugitive Dust Sources:

Fugitive Dust Control Methods:

Materials Source for Fugitive Dust Control:

Schedule, Rate of Application or Calculations for Identifying How Often, How Much and When:

Signature: _____ Title: _____

Date: _____

By my signature I acknowledge that I have read the Special Provisions regarding Fugitive Dust Control and understand that it is my responsibility as the Contractor to ensure that appropriate materials and instructions are available to site employees to implement Fugitive Dust Mitigation measures appropriate for each phase of the project.

I further acknowledge that it is my responsibility to ensure that site employees are made formally aware of fugitive dust control requirements and available mitigation techniques, and that appropriate measures are to be implemented at the site as necessary to prevent fugitive dust violations.



APPENDIX 9

CONTRACTOR'S SUBMITTALS

- Contractor's Submittal Check List
- Emergency Contacts
- Request for Information
- Certificate of Labor Standards / Prevailing Wages
- Authorization Signature – Payrolls
- WS Department of L&I Certified Project Payroll/Affirmation
- Affidavit of Amounts Paid
- Request for Approval of Subcontractors
- WSDOT Quarterly Report of Amounts Credited as DBE Participation
- USDOT Federal Aid Highway Construction Contractor's Annual EEO Report
- Small Contractors and Suppliers

Submit At or Prior To the Pre-Construction Conference

The Contractor, as specified in the Special Provisions, shall submit the following submittals on or before the Pre-Construction Conference:

- Process Report (Section 1-09.8)
- RAS Samples (Appendix 4)
- RAS Supply Verification Form, Samples, Test Results (Section 9-36)
- Site Safety Program & Subcontractor's Safety Program (Section 1-05.8)
- Site Safety & Health Officer's 40 hour OSHA Hazmat Certificate (Section 1-05.8(1))
- Emergency Contacts (Section 1-05.13(1))
- Collection, Containment, and Disposal Plan (Section 1-07.5(6))
- Spill Prevention, Control and Countermeasures Plan (Section 1-07.15(1))
- Progress Schedule (Section 1-08.3(2)A)
- Traffic Control Plan (Section 1-10.2(2))
- Temporary Erosion and Sediment Control Plan (Section 8-01.3(1)A)
- Roadside Work Plan (Section 8-02.3(2))
- Fugitive Dust Control Plan (Section 8-31.1)
- Erosion and Sediment Control Lead Certificate (Section 8-01.3(1)B)

**Contractor Submittals Prior To, During or
Following Commencement of Work**

The Contractor, as specified in the Special Provisions, shall submit the following submittals as required prior to, during or following commencement of the project work:

- Request for Approval of Subcontractors and Agents (Section 1-08.1)
- Statement of Intent to Pay Prevailing Wages (Section 1-07.9(5))
- Certified Weekly Payrolls (Section 1-07.9(5))
- Materials Certifications and Invoices (Section 1-06.3)
- Record Drawings (Section 1-05.5)
- Requests for Approval of Materials Sources (Section 1-06.1(2))
- Materials Samples (Section 1-06.2(1))
- Haul and Disposal Records (Section 2-03.3(7)C)
- Affidavit of Amounts Paid (Section 1-07.9(5)A)
- Traffic Control Manager and Traffic Control Supervisor Certificates (Section 1-10.2(1))
- Flagging Certificates (Section 1-10.3(1)A)
- Delivery Tickets for Weighed Materials signed by Licensed Weighmaster (Sec. 1-09.2)

Other submittals may be required to supplement the above noted lists as required by the Engineer, the Contract Documents, and/or other regulatory agencies

Emergency Contacts

Project: _____ Contract No.: _____

Prime Contractor _____ Project No(s): _____

Address: _____ City, State, Zip: _____

Please provide a list of at least three contacts within your organization that can be reached
24 hours a day in the event of an emergency:

Name	Title	Phone Numbers			
		Cell/Pager	Office	FAX	Home

Please submit the form by mail before the preconstruction conference
 or by hand at the conference.

KING COUNTY USE ONLY			
		Phone Numbers	
		Office	Cell/Pager/Fax
Inspector/Lead			
Inspector			
Resident Engineer			
Supv. Engineer			
Project Manager			

DISTRIBUTION					
<input type="checkbox"/> Ada Packard	<input type="checkbox"/> Res. Engineer	<input type="checkbox"/> Proj. Mgr.	<input type="checkbox"/> Contractor	<input type="checkbox"/> ESS AS II	<input type="checkbox"/> Project File

PAYROLL & LABOR FORMS

PLEASE NOTE

All Public Works Contracts are subject to the provisions of Titles 36, 39, 40, 48, 49, 50, 51, and 60, RCW, as they pertain to Public Works Employment and Wages in the political subdivisions of the State of Washington.

The contractor or subcontractor will be required to submit any and all fees required for the statement of intent to pay prevailing wages and the affidavits of wages paid. Said fees shall accompany each statement or affidavit and shall be made payable to the Department of Labor and Industries.



Certificate of Labor Standards/ Prevailing Wages

(Contractor/Subcontractor Contract Agreement)

Addendum to Contract between Contractor and Subcontractor

Date: _____

Project: _____ Contract No.: _____

Prime Contractor: _____ Project No(s): _____

Address: _____ City, State, Zip: _____

1. The parties, having executed a Contract for _____
 in the amount of \$ _____ in the construction of the project identified above,
 acknowledge and agree that:
 - a. The Labor Standard provisions are included in the aforementioned contract.
 - b. The applicable Davis-Bacon wage rates are included in the aforementioned contract.
 - c. The Addendum to the Contract between the Contractor and Subcontractor is part of the Contract.
 - d. Correction of any infractions of the aforementioned conditions, including infractions by the Subcontractor and any lower-tier subcontractors, is a mutual responsibility.
2. The parties certify that:
 - a. Neither they, nor any firm, partnership, nor association in which they have substantial interest, is designated as an ineligible Contractor by the Comptroller General of the United States, pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
 - b. No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor, or any firm, corporation, partnership, or association in which such subcontractor has a substantial interest, is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. The subcontractor agrees to obtain and forward to the aforementioned Contractor within ten days after the execution of any subcontract, including those executed by the Subcontractors and any lower-tier subcontractors, a copy of said Contract containing fully executed items 1(a), (b), and (c) listed above.
4. The Subcontractor certifies that:
 - a. The legal name and business address are:

	Employer ID
	License No.
	Tel.:

b. The subcontractor is:

<input type="checkbox"/> ① A Single Proprietorship	<input type="checkbox"/> ③ A Corporation Organized and Licensed in the State of:
<input type="checkbox"/> ② A Partnership	<input type="checkbox"/> ④ Other Organization (Describe):



King County

Department of Transportation
Road Services Division
Construction Engineering Unit
201 S Jackson Street
Seattle, WA 98104-3856

Certificate of Labor Standards/ Prevailing Wages (Contractor/Subcontractor Contract Agreement)

Addendum to Contract between Contractor and Subcontractor

c. The name, title, and address of the owner, partners, or officers of the Subcontractor are:

Name	Title	Home Address

5. The Contractor certifies that:

a. The legal name and business address are:

	Employer ID
	License No.
	Tel.:

b. The Contractor is:

① A Single Proprietorship	③ A Corporation Organized and Licensed in the State of:
② A Partnership	④ Other Organization (Describe):

c. The name, title, and address of the owner, partners, or officers of the Contractor are:

Name	Title	Home Address

Contractor Signature

Subcontractor Signature

Signed

Signed

Name

Date

Name

Date



Department of Transportation
 Road Services Division
 Construction Engineering Unit
 201 S Jackson Street
 Seattle, WA 98104-3856

Authorization Signature—Payrolls

(Certificate from Contractor appointing an officer or employee to supervise payment of employees)

Project: _____ Date: _____

Location: King County, Washington Project Nos.: _____

(I) (We) hereby certify that (I am) (we are) (the prime Contractors) (a subcontractor) for:

_____ (Specify general construction, plumbing, roofing, etc.)

in connection with construction of the aforementioned King County project, and that (I) (we) have appointed

_____, whose signature appears below, to supervise the pay-

ment of (my) (our) employees beginning _____, 20____; that s/he is in a position to have full

knowledge of the facts set forth in the payroll documents and the statement of compliance required by the so-

called Kick-Back Statute that s/he is to execute with (my) (our) full authority and approval until such time as

(I) (we) submit to the _____ (Name of Local Authority)

a new certificate appointing some other person for the purposes herein as stated above.

 (Identifying signature of Appointee)

Attest (if required): _____ (Name of Firm or Corporation)

By: _____ (Signature)

Note: This certificate must be executed by an authorized officer of a corporation or by a member of a partnership and shall be executed prior to and submitted with the first payroll. Should the Appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Kick-Back Statute.

Department of Labor and Industries
 Prevailing Wage Program
 PO Box 44540
 Olympia WA 98504-4540
 (360) 902-5335



Prime Contractor

Subcontractor

CERTIFIED PROJECT PAYROLL

Project Name _____ County _____ Project or Contract# _____

Project Address _____ City _____ State _____

Company Name _____ Phone _____

Awarding Agency Name _____ Phone _____

For the week ending:

Month / Day / Year _____ Address _____ City _____ State _____ ZIP+4 _____

Address _____ City _____ State _____ ZIP+4 _____

Work Classification and Soc Sec# of Employee	Name and Address	Overtime or Regular	Day and Date							Total Hours	Rate of Pay	Gross Amount Earned	Deductions				NET WAGES
			Sun	Mon	Tue	Wed	Thu	Fri	Sat				FICA	Withhold-ing Tax			
			Hours Worked Each Day														
		OT									\$					\$	
		RG															
		OT									\$					\$	
		RG															
		OT									\$					\$	
		RG															
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		OT									\$					\$	
		RG															
		OT									\$					\$	
		RG															

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scale

AFFIRMATION

(1) Today's Date	Name of signatory party	Title
The above signatory pays or supervises (Name of contractor or subcontractor) the payment of the persons employed by:		
Name of building or work project		Payroll period starting
		Payroll period ending
All persons employed on above project have been paid the full weekly wages earned, that no rebates have/will be made either directly or indirectly to or on behalf of the above contractor or subcontractor from the weekly wages earned by any person and that no deduction have been made either directly or indirectly from the full wages earned by any person, other than permissible deduction.		

- (2) That any payroll otherwise under this contract required to be submitted for the above period are correct and complete, that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conforms with the work he performed.
- (3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency.
That:
- (4) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS * In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed below have been or will be made to appropriate programs for the benefits of such employees.

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution.

Print or type name of signatory	Title	Signature
---------------------------------	-------	-----------

BENEFIT DISTRIBUTION (Please report in "per hour" terms)

Craft/Trade	Hourly Total Benefit Credit	Hourly Pension	Hourly Medical	Hourly Vacation		

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King County

Department of Transportation
Road Services Division
Construction Engineering Unit
201 S Jackson Street
Seattle, WA 98104-3856

For Progress Payment _____

Affidavit of Amounts Paid

Monthly Quarterly Final

To be completed for **every** subcontractor/consultant, regardless of tier.

Date: _____

Project: _____ Contract No.: _____

Prime Contractor _____ Project No(s): _____

Address: _____ City, State, Zip: _____

Contract Bid/ Negotiated Price: \$	Project Type: <input type="checkbox"/> Arch/Eng <input type="checkbox"/> Consultant	<input type="checkbox"/> Construction <input type="checkbox"/> Other
---------------------------------------	--	---

Subcontractor or Subconsultant Name and Address	Contract Type	Date Work Completed	Amounts Earned to Date	Amounts in Retainage to Date	Amount Paid to Date

Original Contract Amount: \$	Condition of Award Amount: \$	Contractor Type: <input type="checkbox"/> S <input type="checkbox"/> M Subcontractor <input type="checkbox"/> JV <input type="checkbox"/> MS Joint Venture
Total _____ Amendments: \$	Total _____ Change Orders: \$	New Contract Amount: \$

Subcontractor/Subconsultant [Indicate Contract Type]	Signature/Title
---	-----------------

The subcontractor above has signed upon receipt for the amounts paid. I, the undersigned, do hereby certify that, in connection with all work on the project for which this statement is submitted, each subcontractor/subconsultant participant named above has been paid the amount shown for work completed or portions thereof listed. (Each subcontractor/subconsultant used must sign this affidavit; please use additional pages if necessary.)

Prime	Signature/Title
-------	-----------------

Notary
Seal

Subscribed and sworn before me this _____ day of _____, 20____.

_____, Notary Public in and for the State of Washington.

Residing at _____.



Quarterly Report of Amounts Credited as DBE Participation

Check appropriate reporting period and enter reporting year. <input type="checkbox"/> 1st Quarter - January (Oct. - Dec.) <input type="checkbox"/> 4th Quarter - October (July - Sept.) <input type="checkbox"/> 2nd Quarter - April (Jan. - Mar.) <input type="checkbox"/> Final <input type="checkbox"/> 3rd Quarter - July (April - June) Reporting Year _____		State Contract Number Federal Employer I.D. Number	
Contractor _____			
DBE Participant Name and Federal Employer I.D. Number	Contract Type	Date of Payment	*Dollar Credit Amount
Contract Type: S = Subcontractor A = Agent M = Manufacturer R = Regular Dealer J = Joint Venture V = Service Provider			
I, the undersigned, do hereby certify that in connection with all work on the project for which this statement is submitted, each DBE participant contracted by me has been paid on the dates shown. *Further, I certify that the amounts shown under "Dollar Credit Amount" are in accordance with the "DBE Eligibility" portion of the DBE Special Provision.			
Signature _____ Title _____			

This form is due on the 20th of the month following the end of the respective Quarter (January, April, July, October).

US DEPARTMENT OF TRANSPORTATION

FEDERAL HIGHWAY ADMINISTRATION

OMB NO. 04-R2427

Report For

JULY _____ 20____

FEDERAL AID HIGHWAY CONSTRUCTION CONTRACTOR'S ANNUAL EEO REPORT

1. CHECK APPROPRIATE BLOCK <input type="checkbox"/> Contractor	2. NAME AND ADDRESS OF FIRM	3. FEDERAL-AID PROJECT NUMBER	4. TYPE OF CONSTRUCTION
5. COUNTY AND STATE	6. PERCENT COMPLETE	7. BEGINNING CONSTR. DATE	8. DOLLAR AMOUNT OF CONTRACT
			9. ESTIMATED PEAK EMPLOYMENT
			(a) Month and Year
			(b) Number of Employees

10. EMPLOYMENT DATA

B. Table A													C. Table B					
D. JOB CATEGORIES	TOTAL EMPLOYEES		TOTAL MINORITIES		BLACK <small>Not of Hispanic Origin</small>		F. HISPANIC		AMERICAN INDIAN OR ALASKAN NATIVE		ASIAN OR PACIFIC ISLANDER		WHITE <small>Not of Hispanic Origin</small>		G. APPRENTICES		ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS (Managers)																		
SUPERVISORS																		
FOREMEN/WOMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		

Table C

APPRENTICES																		
ON THE JOB TRAINEES																		

11. PREPARED BY: (Signature and Title of Contractors Representative) _____ DATE _____

12. REVIEWED BY: (Signature and Title of State Highway Official) _____ DATE _____

This report is required by law and regulation (23 U.S.C. 140a and 23 CFR part 230). Failure to report will result in noncompliance with this regulation.

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Small Contractors and Suppliers

(This page shall be submitted for each KC Certified SCS Firm)

Bidder Prime Name: _____

KC Certified SCS Firm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SCS Contact Person: Name: _____ Phone: () _____

The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project and at the following price:

SCS Contract Dollar Amount: \$ _____

Classification: Bidder Joint Venture Manufacturer/Regular Dealer Subcontractor Purchaser & Installer Installer Only Supplier Only

Work items(s) to be performed by SCS	Description of Work Item, supplies, materials or equipment	Quantity	Total

* Pursuant to Section 00120; King County will count (a bidder may count) 25% towards the utilization requirement for a King County Certified SCS Firm if the firm is a Supplier.

SCS Signature: _____ Date: _____
(Signature of Owner or Authorized Agent of SCS Firm)

By: _____
(Print or Type Name of Owner or Authorized Agent of SCS Firm)

DECLARATION OF PRIME CONTRACTOR

I herby declare and affirm that I am the _____ and a duly authorized representative of
(Title of Declarant)

_____ to make this declaration and that I have reviewed the material and facts
(Name of Prime Contractor)

set forth in this Letter of Intent. To the best of my knowledge and information, the facts and representations contained in this form are true, the owner or authorized agent of the KC Certified SCS Firm signed this form in the place indicated, and no material facts have been omitted.

Except as authorized, if awarded the Contract by King County, the undersigned will enter into a formal agreement with the listed KC Certified SCS Firm for work as indicated by this form. The KC Certified SCS Firm's participation is as follows:

SCS Contract Dollar Amount: \$ _____ **SCS Percentage of Contract Amount:** _____ %

(Print or Type - Name of Declarant)

(Signature)

(Date)



King County

APPENDIX 10

TEMPORARY TRAFFIC CONTROL PLANS

- Lane Closure with Flagger Control (Standard Plan K-20.40-00)
- Shoulder Closure ~ Low Speed Roadway (40 MPH or Less) (Standard Plan K-40.40-00)

provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scale

LONGITUDINAL BUFFER SPACE = B

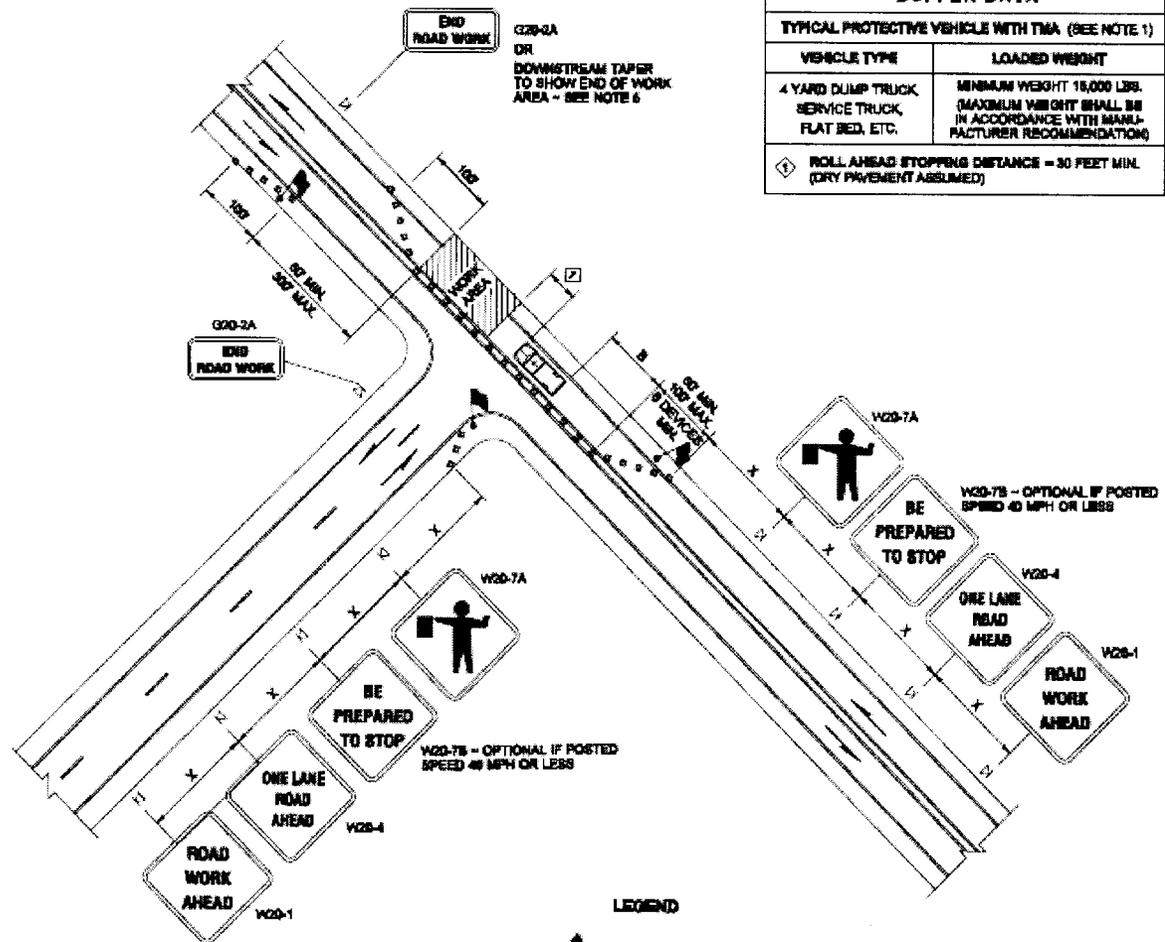
POSTED SPEED (MPH)	25	30	35	40	45	50	55	60	65
LENGTH B (FEET)	145	200	250	305	360	425	495	570	645

BUFFER DATA

TYPICAL PROTECTIVE VEHICLE WITH TMA (SEE NOTE 1)

VEHICLE TYPE	LOADED WEIGHT
4 YARD DUMP TRUCK, SERVICE TRUCK, FLAT BED, ETC.	MINIMUM WEIGHT 15,000 LBS. (MAXIMUM WEIGHT SHALL BE IN ACCORDANCE WITH MANU- FACTURER RECOMMENDATION)

◆ ROLL AHEAD STOPPING DISTANCE = 30 FEET MIN.
(DRY PAVEMENT ASSUMED)



NOTES

1. A Protective Vehicle is recommended regardless if a Truck Mounted Attenuator (TMA) is available; a work vehicle may be used. When no TMA is used, the Protective Vehicle shall be strategically located to shield workers, with no specific Roll-Ahead distance.
2. Night work requires additional roadway lighting at flagging stations. See WSDOT Standard Specifications for additional details.
3. Extend Channelizing Device taper across shoulder - recommended.
4. Sign sequence is the same for both directions of travel on the roadway.
5. Channelizing Device spacing for the downstream taper option shall be 20' O.C.
6. For signs size refer to Manual on Uniform Traffic Control Devices (MUTCD) and WSDOT Sign Fabrication Manual M55-05.

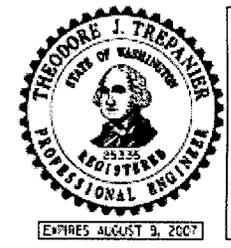
SIGN SPACING = X (1)

RURAL HIGHWAYS	60 / 65 MPH	800' ±
RURAL ROADS	45 / 55 MPH	500' ±
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' ±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' ± (2)
URBAN STREETS	25 MPH OR LESS	100' ± (2)

ALL SIGNS ARE BLACK ON ORANGE UNLESS DESIGNATED OTHERWISE

- (1) ALL SIGN SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMP, AT-GRADE INTERSECTIONS, AND DRIVEWAYS.
- (2) THIS SIGN SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

**FOR LOCAL AGENCY USE ONLY
NOT FOR USE ON STATE ROUTES**



**LANE CLOSURE
WITH FLAGGER CONTROL
STANDARD PLAN K-20-40-00**

SHEET 1 OF 1 SHEET
APPROVED FOR PUBLICATION
Ken L. Smith 02-15-07
Washington State Department of Transportation

provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scale

LONGITUDINAL BUFFER SPACE - B										
POSTED SPEED (MPH)	25	30	35	40	45	50	55	60	65	70
LENGTH B (FEET)	155	200	250	305	SEE STD. PLAN K-40.20					

MINIMUM TAPER LENGTH - L (FEET)											
SHOULDER WIDTH (FEET)	POSTED SPEED (MPH)										
	25	30	35	40	45	50	55	60	65	70	
6	65	80	123	180	SEE STD. PLAN K-40.20						
8	84	120	184	214	SEE STD. PLAN K-40.20						
10	105	180	204	267	SEE STD. PLAN K-40.20						
LESS THAN 6	3 DEVICES MINIMUM, SPACED 10' O.C.										

BUFFER DATA	
TYPICAL PROTECTIVE VEHICLE WITH TMA (SEE NOTE 1)	
VEHICLE TYPE	LOADED WEIGHT
4 YARD DUMP TRUCK, SERVICE TRUCK, FLAT BED, ETC.	MINIMUM WEIGHT 15,000 LBS. (MAXIMUM WEIGHT SHALL BE IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS)
◇ ROLL AHEAD STOPPING DISTANCE = 30 FEET MIN. (DRY PAVEMENT ASSUMED)	

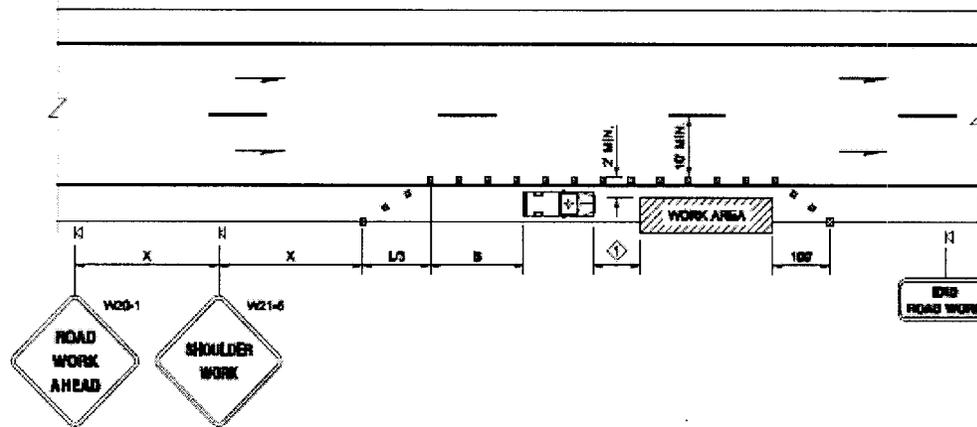
CHANNELIZING DEVICE SPACING		
POSTED SPEED (MPH)	IN TAPER (FEET)	IN TANGENT (FEET)
35 / 40	30	60
25 / 30	20	40

NOTES

1. A Protective Vehicle is recommended regardless if a Truck Mounted Attenuator (TMA) is available; a work vehicle may be used. When no TMA is used, the Protective Vehicle shall be strategically located to shield workers, with no specific Roll-Ahead distance.
2. Channelizing Device spacing for the downstream taper option shall be 20' O.C.
3. For sign size refer to Manual on Uniform Traffic Control Devices (MUTCD) and WSDOT Sign Fabrication Manual M55-05.

SIGN SPACING - X (1)		
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	300 ±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200 ± (2)
URBAN STREETS	25 MPH OR LESS	100 ± (2)
ALL SIGNS ARE BLACK ON ORANGE UNLESS DESIGNATED OTHERWISE		

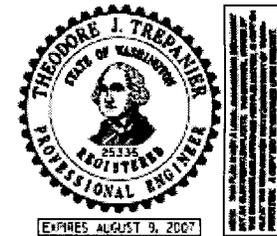
- (1) ALL SIGN SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMP, AT-GRADE INTERSECTIONS, AND DRIVEWAYS.
- (2) THIS SIGN SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.



LEGEND

◇	SIGN LOCATION
□ □ □	CHANNELIZING DEVICES
◇ (with vehicle symbol)	PROTECTIVE VEHICLE - RECOMMENDED

**FOR LOCAL AGENCY USE ONLY
NOT FOR USE ON STATE ROUTES**



**SHOULDER CLOSURE
~ LOW SPEED ROADWAY
(40 MPH OR LESS)
STANDARD PLAN K-40.40-00**

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Ken L. Smith 02-15-07

Washington State Department of Transportation



King County

APPENDIX 11

PERMITS

- HPA
- SEPA EXEMPTION DETERMINATION
- EXEMPTION FROM SHORELINE SUBSTANTIAL DEVELOPMENT



STATE OF WASHINGTON
DEPARTMENT OF FISH AND WILDLIFE
18018 Mill Creek Boulevard • Mill Creek, Washington 98012 • (425) 775-1311 FAX (425) 338-1066

ATTACHMENT A: Request for Concurrence

King County Department of Transportation – Road Maintenance

This project shall be conducted under the following General Hydraulic Project Approval:

- Standard Maintenance of Culverts in Nonfish Bearing Streams FPA # 111739-1
- Standard Maintenance of Drainage Ditches and Channelized Streams FPA # 111740-1
- Standard Maintenance and Repair of Bridges and Management of Debris at Culverts and Bridges FPA # 112008-1
- Standard Modification or Removal of Beaver Dams in Drainages FPA # GH-F8079-02

Date Submitted: 3/3/2009

Date to Begin: Mid-May 2009

Project Name: 2009 South County Hot Mix Asphalt Overlay CIP M78024 (Bridge #3063)

Project Location (including WRIA # of the water body): SE 416 St at Newaukum Creek (09.0014)

Project GPS Lat/Long (decimal): 47.22827 / -122.03103

Project Description: This is part of the South County Hot Mix Overlay Project. The work will involve grinding and planing existing bituminous surfaces, and paving with hot mix asphalt on Bridge #3063 over Newaukum Creek. No in-water work will occur and all work will take place from the bridge deck. Drain holes will be covered and barriers will be placed as needed to ensure debris will not enter the aquatic environment. All debris will be removed and properly disposed of at an appropriate disposal site.

Fish Absence Determination: Type F Water

3/3/09
[Signature] WDFW concurs that the above project may be conducted under the designated General HPA

WDFW does not concur that the above project may be conducted under the designated General HPA.
A separate, individual HPA is required for this project.

AHB Comments:

King County: Please forward a copy of the signed Request for Concurrence to Toni Hartje.



King County

Road Services Division

Department of Transportation
King Street Center -- M.S. KSC-1R-0231
201 South Jackson Street
Seattle, WA 98104-3856

SEPA EXEMPTION DETERMINATION

Project: SE 416th Street Hot Mix Asphalt Overlay

CIP Number: M78030

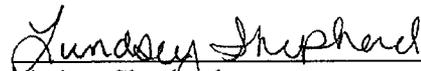
Location: The project is located on SE 416th Street near the City of Enumclaw

Scope of Work: The project provides for improvement of approximately 2 miles of roadway on SE 416th Street near the City of Enumclaw. Work will consist of removing pavement markings, planing existing bituminous surfaces and paving with hot mix asphalt. The asphalt overlay is approximately two inches thick and is usually applied in one pass. Extremely worn or damaged sections of the roadway may require an additional lift of asphalt. After the overlay is applied, crushed rock is placed and compacted on the existing gravel shoulders to create a smooth transition to the edge of the pavement. The overlay is applied only to the roadway surface. Gravel shoulders are generally not paved but could add less than ten percent impervious surface. One bridge deck (Number 3063), over Newaukum Creek has been identified and permitted for this contract. Roadway channelization or drainage is not changed and all of the proposed work is within the existing road right-of-way.

Best management practices such as dust control, and other measures to contain sediment will be applied as needed to minimize impacts to the natural resources near the roadway repair location.

SEPA Exemption: King County has determined that this project is categorically exempt from the State Environmental Policy Act (SEPA) under WAC 197-11-800 (3) *Repair, remodeling, and maintenance activities.*

**Determination
Completed by:**



Lindsey Shepherd
Environmental Engineer
Environmental Unit, Road Services Division
King County Department of Transportation

5-14-2009
Date



King County

**Department of Development
and Environmental Services**
900 Oakesdale Avenue Southwest
Renton, WA 98057-5212
206-296-6600 TTY 206-296-7217
www.kingcounty.gov

April 7, 2009

RECEIVED
APR 09 2009
K.C. Roads Engineering
Services

**EXEMPTION FROM SHORELINE SUBSTANTIAL DEVELOPMENT PERMIT
L09SX013**

Applicant: King County Road Services Division
Attn: Lindsey Shepherd, Environmental Unit
Mail Stop: KSC-TR-0231
201 South Jackson Street
Seattle, WA 98104-3856

Project Description: Hot mix asphalt overlay on the Newaukum Creek Bridge #3063 and approaches on SE 416th Street. Existing pavement markings will be removed, existing bituminous surfaces will be planed, and paved with hot mix asphalt. After the overlay is applied, crushed rock is placed and compacted on the existing gravel shoulders. All of the proposed work is within the existing road right-of-way and existing roadway. No in water work will occur and all work will take place on the bridge deck or from the existing roadway. (M78024)

Code Section: WAC 173-27-040(2)(b)

Project Location: SE 416th Street bridge over Newaukum Creek (#3063), east of 228th Avenue SE, SW ¼ Section 10, Township 20 North, Range 6 East

Water Body: Newaukum Creek

Shoreline Designation: Rural

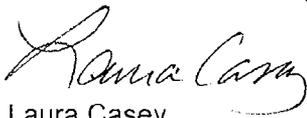
Analysis: The project involves "normal maintenance or repair of existing structures or developments, including damage by accident, fire or elements" consistent with WAC 173-27-040(2)(b). It has been reviewed and determined consistent with the goals, policies and objectives of the King County Shoreline Master Program (KCC 25.04) and Washington State Shoreline Management Act (RCW 90.58).

Conditions: The DDES has determined that the above described project is exempt from obtaining a Shoreline Management Substantial Development Permit (SDP), if completed in accordance with the following conditions:

KC Road Services Division
RE: L09SX013 Newaukum Creek Bridge Pavement Overlay
April 7, 2009
Page 2

1. This exemption is granted only for the scope of work identified in documents received March 5, 2009 or as revised through these conditions.
2. Proposed work would require a grading permit only if any staging and stockpile areas require clearing or grading. Please contact Ramon Locsin, Site Development Specialist, at 206-296-7151 if a grading permit becomes necessary.
3. Project shall employ Best Management Practices for erosion and sedimentation control as described in the application materials, the King County Regional Road Maintenance ESA Program Guidelines, and the King County Surface Water Design Manual.
4. Sediment and debris shall be disposed of such that they cannot re-enter the shoreline environment, critical areas and critical area buffers.
5. Project activities shall comply with all applicable water quality standards.
6. This project has been determined to be categorically exempt from SEPA as repair, remodeling and maintenance activities under WAC 197-11-800(3).
7. This project has been approved by Washington Department of Fish and Wildlife under Hydraulic Project Approval #112008-1 for standard maintenance and repair of bridges and management of debris at culverts and bridges.
8. If at any time local, state or federal approvals are suspended or revoked, all authorization pursuant to this shoreline exemption shall be immediately terminated.

Please be advised that an SDP exemption does not relieve you from complying with other applicable federal, state and local regulations and permitting requirements. For more information call (206) 296-6600.



Laura Casey
Environmental Scientist III
Critical Areas Section, Land Use Services Division
King County Dept. of Development and Environmental Services

cc: Washington State Department of Ecology
Washington State Department of Fish and Wildlife
Muckleshoot Indian Tribe
Puyallup Indian Tribe
Ramon Locsin, KC DDES Site Development Specialist



**King County
Road Services Division**

Department of Transportation
201 South Jackson Street
Seattle, WA 98104-3856

March 5, 2009

TO: Laura Casey, Environmental Scientist III, Land Use Services Division, Department
of Development and Environmental Services

FM: Lindsey Shepherd, Environmental Engineer, Environmental Unit

RE: Request for Shoreline Exemption on the Newaukum Creek Bridge #3063
2009 South County Hot Mix Asphalt Overlay (M78024)

I am submitting this letter on behalf of King County Department of Transportation, Road Services Division, to request a Shoreline Exemption for overlay work on the above-referenced bridge over Newaukum Creek (09.0014). The Newaukum Creek Bridge #3063 is located on SE 416th Street about 0.3 mile east of 228th Avenue NE. The project site is located in the southwest quarter of Section 10, Township 20 North, Range 6 East and can be found on page 808, Grid 2A of the *Thomas Guide*.

Purpose and Description of Proposed Work

The proposed work is part of the 2009 King County Hot Mix Asphalt Overlay program. Work will consist of removing pavement markings, planing existing bituminous surfaces and paving with hot mix asphalt. The asphalt overlay is approximately two inches thick and is usually applied in one pass. Extremely worn or damaged sections of the roadway may require an additional lift of asphalt. After the overlay is applied, crushed rock is placed and compacted on the existing gravel shoulders to create a smooth transition to the edge of the pavement. The overlay is applied only to the roadway surface. Roadway channelization or drainage is not changed and all of the proposed work is within the existing road right-of-way.

No in-water work will occur and all work will take place from the bridge deck. Erosion Control Best Management Practices (BMPs), as outlined in the King County Surface Water Design Manual (2005), will be installed to prevent debris from falling into the water. Drain holes will be covered and barriers will be placed as needed to ensure debris will not enter the aquatic environment. All debris will be removed and properly disposed of at an appropriate disposal site.

Because this project involves maintenance associated with an existing, legal structure, we request that a Shoreline Exemption be granted in accordance with WAC 173-27-040 (2) (b). In support of this request, I am enclosing the following documents and information:



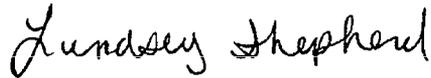
Laura Casey
March 5, 2009
Page 2

- Vicinity Map and Photographs
- Plan Drawings
- General HPA Concurrence issued by WDWF
- SEPA Exemption Determination

Upon your receipt of this application, please forward an invoice to me for the fee associated with your Shoreline Exemption review, which identifies the project number in the invoice.

Please call me at (206) 296-3762 if you need any additional information about this proposal. Thank you for your assistance with this project.

Sincerely,



Lindsey Shepherd
Environmental Engineer

LS:mr

Enclosures

cc: Paul Moore, Senior Engineer, Construction Engineering Unit

CONTRACT DRAWINGS