



Prepared By:  
City of Arlington  
Department of Public Works  
Engineering Division

*67th Ave Phase III Reconstruction*  
Contract Provisions

City Project #: P02.341  
TIB Project #:9-P-817(004)-1  
Federal Aid # STPUS-2699 (001)

*Issued for Bid*  
*October 31, 2012*

Approved for Construction

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James X Kelly, PE  
*Public Works Director*

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*October 31, 2012*

Date

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City of Arlington  
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**PART I**

**GENERAL INFORMATION**

**ADVERTISEMENT FOR BID**  
**City of Arlington**  
**67th Ave Phase III Reconstruction – Project No. P02.341**

Notice is hereby given that sealed proposals will be received by the City of Arlington, at the Permit Center located on the First Floor of City Hall at 238 North Olympic Avenue, Arlington, Washington, 98223, until **2:00 P.M., local time** on **XXXX XX, 2012**, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to perform the project.

The work to be performed under this contract shall include trail construction, pavement construction, drainage improvements, utility improvements, signal and illumination construction, driveway reconstruction, fish passage culvert installation, wetland mitigation and other work. All work shall be done in accordance with the Special Provisions of the Bid Documents, the 2012 Standard Specifications for Road, Bridge, and Municipal Construction, including the amendments thereto, and the City of Arlington Design and Construction Standards and Specifications. The Engineer's Estimate for the project is **\$7,325,000** for base bid and additives.

An optional pre-bid meeting will be held on **XXXX XX, 2012** at 2:00 P.M., local time at the City of Arlington Public Works Administration Office at 154 W Cox St, Arlington, Washington, 98223.

All bidding and construction is to be performed in compliance with the Contract Documents for this project and any addenda issued thereto, which are on file with the City of Arlington Public Works Department.

Proposals received after the date and time stated above will not be considered. Immediately following the deadline for submission, the proposals will be publicly opened and read aloud in the Council Chambers of the City of Arlington located at 110 East Third Street, Arlington, Washington. Proposals must be submitted on the form provided with the contract documents and must be submitted with the Subcontractor List and WBE Written Confirmation Documents per Sections 1-02.6 and 1-02.9. Proposals must be accompanied by a bid deposit for not less than, five percent (5%) of the total amount bid, including additives. Refer to Instructions to Bidders for more information. Should the successful Bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid deposit shall be forfeited to the City of Arlington.

Plans and specifications are available for viewing only at the City of Arlington Permit Center, 1<sup>st</sup> Floor, Arlington City Hall, 238 North Olympic Ave., Arlington, Washington. Purchase of Contract Documents are available through Builders Exchange of Western Washington.

Free-of-charge access to bidding information (plans, specifications, addenda, and Bidders List) is available through the City of Arlington's on-line plan room. Free-of-charge access is provided to Prime Bidders, Subcontractors, and Vendors by going to [www.bxwa.com](http://www.bxwa.com) and clicking on "Posted Projects", "Public Works", and "City of Arlington". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at 425-258-1303 should you require assistance.

The following is applicable to Federal-aid projects. The City of Arlington in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this



invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The City of Arlington expressly reserves the right to reject any and all bids, to waive minor irregularities or informalities, and to further make award of the project to the lowest responsible Bidder as it best serves the interest of the City of Arlington. No proposal may be withdrawn after the time stated above, or before Award of Contract, unless said award is delayed for a period exceeding sixty (60) calendar days after opening of the proposals, or Bidder withdraws proposal due to error in accordance with Section 1-03.1 of the WSDOT Standard Specifications.

Barbara Tolbert, Mayor

Published XXXX XX, 2012 and XXXX XX,  
2012:

Seattle Daily Journal of Commerce  
Everett Herald

Published XXXX XX, 2012:  
Arlington Times

## INSTRUCTIONS TO BIDDERS

1. **Form of Proposal and Signature.** The proposal shall be submitted on the form provided by the City of Arlington and shall be enclosed in a sealed envelope marked and addressed as hereinafter directed. The Bidder shall state in words and figures the Base Bid and additives for which the Bidder proposes to supply the labor, materials, supplies, or machinery, and perform the work required by the specifications. The Bidder shall provide a bid for all bid items including additives, or proposal will be deemed non-responsive. If the words and figures do not agree in the proposal, the words shall govern and the figures shall be disregarded. The City of Arlington reserves the right to correct any arithmetic errors. If the proposal is made by an individual it shall be signed and the individual's full name and address shall be given; if it is made by a partnership it shall be signed with the partnership name by a duly authorized partner, who shall also sign his or her own name, and the name and address of each partner shall be given; and if it is made by a corporation or a limited liability company the name of the corporation or limited liability company shall be signed by its duly authorized officer, officers, or members and the names and titles of all officers or members of the corporation limited liability company shall be given. No proposal or modification by fax or e-mail will be considered.

2. **Preparation of the Proposal.** Blank spaces in the proposal shall be properly filled. The written text of the proposal must not be changed and no additions shall be made to the items mentioned therein. Conditions, limitations or provisions attached to a proposal will cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal over the signature of the Bidder. Alternative proposals will not be considered. No proposal received after the time named or at any place other than the place stated in the Advertisement for Bid will be considered. All bids will be opened in the presence of the bidders' representatives who choose to attend, at the time and in the place specified in the bidding documents. The bidder's representatives who are present shall sign a register evidencing their attendance. The City of Arlington reserves the right to waive any informality in any bid, to reject any or all proposals, and to make award to the lowest responsible Bidder as the interest of the City of Arlington may require. Where bonds are required the Bidder shall name in its proposal package the surety or sureties who have agreed to furnish said bonds.

Prevailing wages shall be paid to all workers. Prevailing wage rates for Snohomish County and Davis Bacon for use on this project are contained in Appendix A, whereby the contractor shall utilize the higher rate for each Job Classification.

3. **Questions.** Questions shall be submitted in writing to the Project Coordinator, contact information shown below, and be received at least one week prior to the specified bid opening date. Questions received after this date may not be responded to. Responses to questions will be submitted in writing by the City either directly or through addendum; verbal responses shall not be considered official.

4. **Withdrawal of Bid.** Withdrawal of the proposal shall be in accordance with Section 1-02.10 of the 2012 edition of the WSDOT standard specifications.

5. **Lowest Responsible Bidder.** The successful bidder will be determined by the lowest total of an additive plus the base bid that is less than the stated available project funds. Award will be based on the lowest total subject to the requirements of Section 1-03. Available funds will be announced immediately prior to the opening of bids.

In selecting the responsible Bidder, consideration will be given to the general competency of the Bidder for the performance of the work covered by the proposal, and the Bidder's financial standing, if requested. To receive favorable consideration, a Bidder must present evidence satisfactory to the City of Arlington that the Bidder and its associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements.

A showing of adequate financial resources may be requested by the City of Arlington, but will not alone determine whether a Bidder is competent to undertake the proposed work. Each Bidder must furnish a record of past performance and experience in the form required. To this end, each proposal, except as noted below, shall be supported by a statement of the Bidder's experience on the form provided. This form, completely filled out, must be submitted along with the proposal. Incomplete or false statements submitted in connection with a proposal may, at the option of the City of Arlington, be sufficient cause for its rejection. The City of Arlington shall be the final authority with regard to whether a bid is responsive to the Advertisement for Bid and as to whether a Bidder is a responsible Bidder under the conditions of this bid.

## INSTRUCTIONS TO BIDDERS (CON'D)

Note that in addition to the mandatory bidder criteria detailed in RCW 39.04.350(1), this project has a mandatory Supplemental Criterion: the Bidder must have successfully completed at least one project in the last five years, as a Prime Contractor, that was over \$1 million contract amount, that had FHWA funding and its documentation requirements. Bidders who cannot prove they meet this criterion will be rejected as not responsible.

6. **Bid Deposit.** As a guarantee of good faith, each Bidder shall submit with its proposal an unconditional certified or cashier's check drawn on a solvent state or national bank, or the Bidder may furnish a bond with a company acceptable to the City of Arlington in the sum stated in the Advertisement for Bid and these contract documents, payable to the City of Arlington, said check or bond to be held uncollected until it becomes subject to disposal as herein provided. Any condition or limitation placed upon said check or bond may render it informal and may, at the option of the City of Arlington result in the rejection of the proposal under which such check is submitted. If a Bidder to whom an award is made fails or refuses to execute the contract and furnish the required bond, all within the time stated herein, said check or bond and the monies represented thereby shall be and remain the property of the City of Arlington and shall be subject to deposit. The amount thereof is agreed to by the Bidder as liquidated damages due the City of Arlington on account of the delay in the execution of the contract and bond, and in the performance of the work hereunder, resulting from such failure or refusal. The check or bond of a Bidder to whom contract has been awarded will be returned to the Bidder after all of the acts, for the performance of which said check is required, have been fully performed. As soon as the bid prices are compared, the City of Arlington will return the deposits of all except the three lowest responsible Bidders. When the Contract is executed, the deposits of the two remaining unsuccessful Bidders will be returned. The liability of the City of Arlington in connection with the said checks shall be limited to the return of the checks as herein provided.

7. **Execution of Contract.** A Bidder to whom the award is made shall be presented three official copies of the written contract with the City of Arlington in the form of Contract attached hereto and shall execute and return to the City of Arlington along with a good and approved bonds as required in the following paragraph, all in accordance with the provisions hereof within seven (7) calendar days of the Notice of Award or such additional time as may be allowed by the City of Arlington. Upon receipt of the signed contract and subsequent signature by the Mayor, the City of Arlington will return a copy of the fully executed contract to the Bidder.

If a Bidder to whom the award is made fails or refuses to enter into contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, its check, deposit, or Bid Bond shall become the property of the City of Arlington as provided herein, the award will be annulled, and in the discretion of the City of Arlington an award may be made to the Bidder whose proposal is next most acceptable to the City of Arlington; and such Bidder shall fulfill every stipulation embraced herein as if the Bidder were the party to whom the first award was made. A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence and of the authority of the officer signing the contract and bond for the corporation to so sign.

8. **Performance Bond and Payment Bond.**

(a) A Bidder to whom contract is awarded shall within the time mentioned in the preceding paragraph furnish performance and payment bonds on forms included in the Contract Documents with a responsible corporate surety or corporate sureties conditioned upon the faithful performance by the said Bidder of all covenants and stipulations in the contract. Said bond shall be in the amount of 100 percent of the Contract Amount, with a Corporate Surety approved by the City of Arlington.

(b) The surety or sureties on the bond furnished must be satisfactory to the City of Arlington. The required bond shall be furnished by the Bidder to whom contract has been awarded at its own cost and expense.

INSTRUCTIONS TO BIDDERS (CON'D)

9. **Address and Marking of Proposal.** The envelope enclosing the proposal **MUST** be sealed and addressed as follows:

**67th Ave Phase III Reconstruction  
Attn: Dave Mohler  
City of Arlington  
Permit Center  
238 North Olympic Avenue  
Arlington, WA 98223**

The proposal **MUST** be delivered to the address and department listed above by the time stated in the Advertisement for Bid. The time clock located in the department listed above shall be the official time clock. Submittals received after the stated deadline will not be accepted. Delivery by USPS, UPS, FedEx, or other shipping carrier is accepted, however, it must be delivered to the stated department and signed in by the time stated in the Advertisement for Bid. Delivery to any other location or department will not be accepted. The proposal envelope **MUST** be plainly marked in the **upper left hand corner** with the following, as listed in the Advertisement for Bid:

**Bidder Name:** *(Fill in)*  
**Bidder Address:** *(Fill in)*  
**Project Name:** *(Fill in)*  
**Bid Date:** *(Fill in)*  
**Bid Time:** *(Fill in)*  
**Project Number:** *(Fill in)*

All bid submittal items shall be enclosed in the same envelope with the proposal. Refer to Bidder's checklist

10. **Complete Contract Documents.** It shall be the responsibility of the Bidder to verify the completeness of its set of Contract Documents from the Table of Contents therein and neither the City of Arlington nor any of its officers or consultants shall be held responsible for any omissions unless such omission has been called to the attention of the City of Arlington prior to the submission of bids.

11. **Corrections, Interpretations and Addenda.** Any omissions, discrepancies or need for interpretation should be submitted in writing to the attention of the Public Works Coordinator. Written addenda to clarify questions which arise will then be issued.

All addenda to these specifications received by the Bidder must be listed on the space provided on the Proposal Form.

All interpretation or explanations of the Contract Document shall be in the form of an addendum and no oral statements by the Owner, Project Manager, or other representative of the Owner shall, in any way modify the contracts Documents, whether made before or after letting the Contract.

12. **Submittals.** The successful Bidder shall supply construction material submittals for approval by the City of Arlington within fourteen (14) calendar days after the Execution of Contract.

13. **Project Coordinator.** Notices as required in the Contract Documents shall be transmitted to:

Dave Mohler  
Public Works Coordinator  
City of Arlington  
238 N. Olympic Ave  
Arlington, WA 98223  
(425) 830-9299  
dmohler@kbacm.com

**PART II**  
**BID PROPOSAL**

## **BID PROPOSAL CHECKLIST**

### 1. PROPOSAL FORMS

The Bidder shall submit the following forms, which must be executed in full and submitted with the proposal.

- Deposit or Bid Bond
- Non-Collusion
- Certification for Federal Aid Projects
- Disadvantage Business Enterprise Utilization Certification
- Disadvantage Business Enterprise Written Confirmation Document
- Statement of Bidder's Qualifications
- Proposal Form
- Subcontractor List

**DEPOSIT OR BID BOND FORM**

DEPOSIT STATEMENT

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

SIGN HERE: \_\_\_\_\_

RETURN OF DEPOSIT

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

Received return of deposit in the sum of \$ \_\_\_\_\_

BID BOND

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held firmly bound unto the City of Arlington, a municipal corporation of the State of Washington, in the penal sum of 5% of total bid amount, incl. additives, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for:

67th Ave Phase III Reconstruction (P02.341)

according to the terms of the bid made by the Principal therefore, the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee, or if the Principal shall, in case of failure to so do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect, and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED, AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ Principal

\_\_\_\_\_ Surety

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

## **NON-COLLUSION DECLARATION**

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

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

## **NOTICE TO ALL BIDDERS**

To report rigging activities call:

**1-800-424-9071**

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

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



# Certification for Federal-Aid Contracts

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

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

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

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

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

# Local Agency Disadvantaged Business Enterprise Utilization Certification

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. The Bidder must submit good faith effort documentation with the DBE Utilization Certification ***only in the event*** the bidder's efforts to solicit sufficient DBE participation has been unsuccessful. The successful bidder's Disadvantage Business Enterprise Utilization Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-753-9693 or Toll Free 1-866-208-1064.

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

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

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

Disadvantaged Business Enterprise Subcontracting Goal: \_\_\_\_\_ DBE Total \$ \_\_\_\_\_  
Box 2 Box 3

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

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

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

# Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document

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

**Contract Title:** \_\_\_\_\_

**Bidder's Business Name:** \_\_\_\_\_

**DBE's Business Name:** \_\_\_\_\_

---

**DBE Signature:** \_\_\_\_\_

**DBE's Title:** \_\_\_\_\_

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

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

Description of Work: \_\_\_\_\_

Amount to be Applied Towards Goal: \_\_\_\_\_

**STATEMENT OF BIDDER'S QUALIFICATIONS**

Name of Bidder: \_\_\_\_\_ Email: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Contractors Registration Number and Expiration Date

Unified Business Identity Number

Federal Tax I.D. Number or Social Security Number

L & I Account Number

Employment Security Account Number

M/WBE Number, if applicable

State Excise Tax Registration Number

DUNS Number

Please provide the names and addresses of the corporation officers, members, partners or principals:

Name/Title

Address


Please provide the name of the Equal Opportunity Officer: \_\_\_\_\_

Is your company a member of any Union(s)?  No  Yes – Name(s) and Local(s): \_\_\_\_\_

Number of years the Company has been engaged in the construction business under the present name: \_\_\_\_\_

Type of work generally performed by Bidder: \_\_\_\_\_

Gross Dollar amount of work under contract:      Current: \_\_\_\_\_      Uncompleted: \_\_\_\_\_

List five major projects, similar in scope to this project, including the gross dollar amount, owner, contact, and contact phone number that has been completed by the Bidder within the last five years.

Contract Amt	Project Name	Owner	Contact	Phone No.

Fill in the following information for one project successfully performed by the Bidder as a Prime Contractor within the last five years that was FHWA funded. You may repeat here any project listed above that also meets this criterion. Note: **This is a mandatory Supplemental Bidder Criterion.**

Fed Aid #	Project Name	Owner	Reference Contact	Phone #

**STATEMENT OF BIDDER'S QUALIFICATIONS (continued)**

List at least five major pieces of equipment which are anticipated to be used on this project by the Bidder and note which items are owned by the Bidder and which are to leased or rented from others:

Description	Owned	Leased	Rented

Bank References:

Name	Address	Contact	Phone No.

Have you changed your Bonding and/or Insurance within the last three (3) years? No Yes – If yes, please explain:

\_\_\_\_\_

Name, address and contact information for your Insurance and Surety companies:

Name	Address	Contact	Phone No.

Has your company ever been served with a lawsuit and/or had a judgment and/or a lien placed upon itself and/or any corporation officers, members, partners or principals? No Yes – If yes, please explain:

\_\_\_\_\_

Has your company ever had a lawsuit served and/or placed a judgment and/or lien upon any public (i.e.: county, city, state, municipality, special district, etc) or governmental entity? No Yes – If yes, please explain:

\_\_\_\_\_

\_\_\_\_\_

Please provide the disposition of the case(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The information contained within this Statement of Bidder's Qualifications is true and accurate to the best of my knowledge.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed By

\_\_\_\_\_  
Title

# PROPOSAL FORM

This is the address to which all communications concerned with this bid and contract should be sent:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Contractors Registration No. and Expiration Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Federal Tax I.D. No. or Social Security No.

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
L & I Account Number

\_\_\_\_\_  
Phone

Fax

\_\_\_\_\_  
Unified Business Identity Number

ATTN: **Dave Mohler**  
TO: City of Arlington  
ADDRESS: 238 North Olympic Avenue  
Arlington, Washington 98223  
PROJECT: **67th Ave Phase III Reconstruction (P02.341)**

Pursuant to and in compliance with your Invitation for Bid and the Instructions to Bidders and other documents relating thereto, the undersigned has carefully examined the Contract Documents, as well as the premises and conditions affecting the work, and hereby proposes to furnish all labor and materials and to perform all work as required for construction of the improvements in strict accordance with the Contract Documents for the amount shown.

**PREFERENCE 1: (Base Bid plus Additive Schedule C plus Additive Schedule D)**

\$ \_\_\_\_\_  
(This price includes sales tax) (Indicate total amount bid in words)

**PREFERENCE 2: (Base Bid plus Additive Schedule C)**

\$ \_\_\_\_\_  
(This price includes sales tax) (Indicate total amount bid in words)

**PREFERENCE 3: (Base Bid + Additive Schedule D)**

\$ \_\_\_\_\_  
(This price includes sales tax) (Indicate total amount bid in words)

**PREFERENCE 4: (Base Bid: All elements except Additives)**

\$ \_\_\_\_\_  
(This price includes sales tax) (Indicate total amount bid in words)

Bidder's Declaration and Understanding

If the undersigned is notified for the acceptance of this bid within sixty (60) calendar days of the time set for the opening of bids, the undersigned agrees to execute a contract for the above work bid in the form of the contract bound in these specifications and to provide a surety bond as required by the specifications.

The undersigned further agrees that the bid guaranty accompanying this bid is left in escrow with the City of Arlington; that the liquidated damages which the City of Arlington will sustain by the failure of the undersigned to execute and deliver the above-named contract and surety bond, for any or all units of this bid accepted by the City of Arlington, will be not less than five percent (5%) of the total bid for such unit or units; and that if the undersigned defaults in executing that contract and in furnishing the surety bond within time frame stated in Instructions to Bidders, then the bid guaranty shall become the property of the City of Arlington who shall be obligated only to refund that portion in excess of the liquidated damages. If, however, this

67th Ave Phase III Reconstruction  
(P02.341)

bid or any part thereof is not accepted within sixty (60) calendar days of the time set for the opening of bids or if the undersigned executes and delivers said contract and surety bond, the bid guaranty shall be returned.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed By

\_\_\_\_\_  
Title



## BID SCHEDULE A

City of Arlington

67th Ave NE Phase III Reconstruction

NOTE: All entries must be typed or written in ink. Unit prices for all items, all extensions, lump sum prices, and the total amount of bid must be shown. Show unit prices in both words and figures; where conflicts occur, the written words will take precedence and be used to determine the total amount bid. The total bid amount shall include all work as included in the contract documents and sales tax.

Item No.	Description	Spec. Ref. Sec.	Approx. Quantity	Unit	Unit Price	Total Price
<b>Misc. Items</b>						
A-1	Mobilization (8%) (Unit Price in Words) _____	1-09.7	1	LS	\$	\$
A-2	Record Drawings (Unit Price in Words) _____	1-05	1	LS	\$	\$
A-3	Roadway Surveying (Unit Price in Words) _____	1-05.4	1	LS	\$	\$
A-4	Licensed Surveying (Unit Price in Words) _____	1-05.4	1	FA	\$20,000	\$20,000
A-5	Utility Potholing (Unit Price in Words) _____	1-05.4	1	FA	\$50,000	\$50,000
A-6	Roadside Cleanup (Unit Price in Words) _____	2-01.3	1	FA	\$70,000	\$70,000
A-7	Property Restoration (Unit Price in Words) _____	1-07.16	1	FA	\$250,000	\$250,000
A-8	Utility Conflicts (Unit Price in Words) _____	1-05.4	1	FA	\$250,000	\$250,000
A-9	Trimming and Cleanup (Unit Price in Words) _____	2-11	1	LS	\$	\$
A-10	Type B Progress Schedule (Unit Price in Words) _____	1-08.3	1	LS	\$	\$
A-11	Training (Unit Price in Words) _____	1-07	800	HR	\$	\$
A-12	SPCC Plan (Unit Price in Words) _____	1-07.15	1	LS	\$	\$
<b>Roadside Development</b>						
A-13	Erosion/Water Pollution Control (Unit Price in Words) _____	8-01	1	FA	\$50,000	\$50,000
A-14	Silt Fence (Unit Price in Words) _____	8-01	4,201	LF	\$	\$
A-15	Inlet Protection (Unit Price in Words) _____	8-01	153	EA	\$	\$
<b>Preparation</b>						
A-16	Clearing and Grubbing (Unit Price in Words) _____	2-01	3	AC	\$	\$
A-17	Removal of Structures and Obstructions (Unit Price in Words) _____	2-02	1	LS	\$	\$
A-18	Sawcutting Existing Pavement (Unit Price in Words) _____	2-02.3	2,050	LF	\$	\$
A-19	Relocating Sign (Unit Price in Words) _____	2-02.3	1	LS	\$	\$
<b>Earthwork</b>						
A-20	Mitigation Excavation Incl. Haul (Unit Price in Words) _____	2-03	260	CY	\$	\$
A-21	Roadway Excavation Incl. Haul (Unit Price in Words) _____	2-03	12,900	CY	\$	\$

Item No.	Description	Spec. Ref. Sec.	Approx. Quantity	Unit	Unit Price	Total Price
A-22	Gravel Borrow Incl. Haul (Unit Price in Words) _____	2-03	2,000	TON	\$	\$
A-23	Structure Excavation Cl. A Incl. Haul (Unit Price in Words) _____	2-09	2,532	CY	\$	\$
A-24	Shoring or Extra Excavation Cl. A (Unit Price in Words) _____	2-09	3,894	SF	\$	\$
	<b>Structure</b>					
A-25	Removing Portion of Existing Wall (Unit Price in Words) _____	2-09	3,000	SF	\$	\$
A-26	Modular Block Wall (Unit Price in Words) _____	8-24	8,547	SF	\$	\$
A-27	Removing and Resetting Beam Guardrail (Unit Price in Words) _____	8-24	570	LF	\$	\$
A-28	Pedestrian Handrail (Unit Price in Words) _____	8-11	130	LF	\$	\$
A-29	Z-Gate (Unit Price in Words) _____	8-12	2	EA	\$	\$
A-30	Widen Existing Fence Gate (Unit Price in Words) _____	8-12	2	EA	\$	\$
A-31	Rolling Chain Link Fence Gate, 30-foot (Unit Price in Words) _____	8-12	2	EA	\$	\$
A-32	Chain Link Fence Type 3 (Unit Price in Words) _____	8-12	1,956	LF	\$	\$
A-33	Chain Link Fence Type 4 with Barbed Wire (Unit Price in Words) _____	8-12	919	LF	\$	\$
A-34	Property Fence (Unit Price in Words) _____	8-12	300	LF	\$	\$
A-35	Remove and Reset Chain Link Fence and Gate (Unit Price in Words) _____	8-12	108	LF	\$	\$
A-36	Bollards (Unit Price in Words) _____	8-12	29	EA	\$	\$
A-37	Reset Mailbox (Unit Price in Words) _____	8-18	4	EA	\$	\$
A-38	Fish Passage Culvert Prairie Creek (Unit Price in Words) _____	7-03.3	1	LS	\$	\$
A-39	Fish Passage Culverts Portage Creek 67th (Unit Price in Words) _____	7-03.3	1	LS	\$	\$
A-40	Fish Passage Culverts Portage Creek 69th (Unit Price in Words) _____	7-03.3	1	LS	\$	\$
A-41	Streambed Sediment (Unit Price in Words) _____	9-03.11	449	TON	\$	\$
	<b>Surfacing</b>					
A-42	HMA Cl. 1/2 In. PG 64-22 (Unit Price in Words) _____	5-04	3,994	TON	\$	\$
A-43	HMA for Approach Cl. 1/2 In. PG 64-22 (Unit Price in Words) _____	5-04	1,300	TON	\$	\$
A-44	Asphalt Treated Base (Unit Price in Words) _____	5-04	3,900	TON	\$	\$
A-45	Pavement Fabric (Unit Price in Words) _____	5-04	172	SY	\$	\$
A-46	Asphalt Cost Price Adjustment (Unit Price in Words) _____	5-04	1	CALC	\$15,000	\$15,000
A-47	Job Mix Compliance Price Adjustment (Unit Price in Words) _____	5-04	1	CALC	\$1	\$1

Item No.	Description	Spec. Ref. Sec.	Approx. Quantity	Unit	Unit Price	Total Price
A-48	Anti-Stripping Additive (Unit Price in Words) _____	5-04	1	CALC	\$1	\$1
A-49	Compaction Price Adjustment (Unit Price in Words) _____	5-04	1	CALC	\$1	\$1
A-50	Cement Conc. Driveway Entrance (Unit Price in Words) _____	8-06	1,000	SY	\$	\$
A-51	Crushed Surfacing Base Course (Unit Price in Words) _____	4-04	6,880	TON	\$	\$
A-52	Crushed Surfacing Top Course (Unit Price in Words) _____	4-04	500	TON	\$	\$
A-53	Cement Conc. Curb and Gutter (Unit Price in Words) _____	8-04	10,400	LF	\$	\$
A-54	Cement Conc. Sidewalk (Unit Price in Words) _____	8-14	2,300	SY	\$	\$
A-55	Porous Asphalt Trail (Unit Price in Words) _____	5-04	5,500	SY	\$	\$
A-56	Planing Bituminous Pavement (Unit Price in Words) _____	5-04.3	200	SY	\$	\$
	<b>Storm</b>					
A-57	Structure Excavation Cl. B Incl. Haul (Unit Price in Words) _____	2-09	1,388	CY	\$	\$
A-58	Shoring or Extra Excavation Cl. B (Unit Price in Words) _____	2-09	32,075	SF	\$	\$
A-59	Catch Basin Type 1 (Unit Price in Words) _____	7-05	51	EA	\$	\$
A-60	Catch Basin Type 2, 48 In. Diam. (Unit Price in Words) _____	7-05	1	EA	\$	\$
A-61	Concrete Inlet (Unit Price in Words) _____	7-05	39	EA	\$	\$
A-62	Water Quality Manhole (Unit Price in Words) _____	7-11	10	EA	\$	\$
A-63	PVC Pipe, 8-In. Diam. (Unit Price in Words) _____	7-04	82	LF	\$	\$
A-64	PVC C-900 Pipe, 8-In. Diam. (Unit Price in Words) _____	7-04	920	LF	\$	\$
A-65	Ductile Iron Pipe, 8-In. Diam. (Unit Price in Words) _____	7-04	35	LF	\$	\$
A-66	PVC Pipe, 12-In. Diam. (Unit Price in Words) _____	7-04	1,818	LF	\$	\$
A-67	PVC C-900 Pipe, 12-In. Diam. (Unit Price in Words) _____	7-04	1,990	LF	\$	\$
A-68	Ductile Iron Pipe, 12-In. Diam. (Unit Price in Words) _____	7-04	137	LF	\$	\$
A-69	PVC Tee, 12-In. Diam. (Unit Price in Words) _____	7-04	13	EA	\$	\$
A-70	PVC Elbow, 12-In. Diam. (Unit Price in Words) _____	7-04	4	EA	\$	\$
A-71	PVC Pipe, 18-In. Diam (Unit Price in Words) _____	7-05	930	LF	\$	\$
A-72	PVC Pipe, 21-In. Diam (Unit Price in Words) _____	7-04	175	LF	\$	\$
A-73	Storm Drain Cleanout (Unit Price in Words) _____	7-01	12	EA	\$	\$
A-74	Perf. Pipe, 8-In. Diam. (Unit Price in Words) _____	7-04	612	LF	\$	\$

Item No.	Description	Spec. Ref. Sec.	Approx. Quantity	Unit	Unit Price	Total Price
A-75	Gravel Backfill for Drain (Unit Price in Words) _____	7-13	1,585	CY	\$	\$
A-76	Filter Fabric (Unit Price in Words) _____	7-04	1,127	SY	\$	\$
A-77	Water Quality Treatment Liner (Unit Price in Words) _____	7-13	1,320	CY	\$	\$
A-78	Section Chamber Infiltration System (Unit Price in Words) _____	7-10	2,253	LF	\$	\$
<b>Environmental</b>						
A-79	Environmental Mitigation (Unit Price in Words) _____	8-01	1	LS	\$	\$
A-80	ESC Lead (Unit Price in Words) _____	8-01	250	DAY	\$	\$
A-81	PSIPE Thuja occidentalis/ARBORVITAE (8') (Unit Price in Words) _____	8-02	73	EA	\$	\$
<b>Utilities</b>						
A-82	Adjust Existing Utility Structure (Unit Price in Words) _____	7-05	50	EA	\$	\$
A-83	3-In. foam board cushion or sandbag between water pipe and fish passage culvert (Unit Price in Words) _____	7-09	3	EA	\$	\$
A-84	Curb Door (Unit Price in Words) _____	8-30	2	EA	\$	\$
<b>Traffic</b>						
A-85	Traffic Control Supervisor (Unit Price in Words) _____	1-10	1	LS	\$	\$
A-86	Uniformed Police Officer (Unit Price in Words) _____	1-10	200	HR	\$	\$
A-87	Temporary Traffic Control Devices (Unit Price in Words) _____	1-10	1	LS	\$	\$
A-88	Flaggers and Spotters (min. Bid \$35) (Unit Price in Words) _____	1-10	6,000	HR	\$	\$
A-89	Other Traffic Control Labor (Unit Price in Words) _____	1-10	1,000	HR	\$	\$
A-90	Pedestrian Control and Protection (Unit Price in Words) _____	1-10	1	LS	\$	\$
A-91	Paint Line (Unit Price in Words) _____	8-22	7,200	LF	\$	\$
A-92	Painted Wide Line (Unit Price in Words) _____	8-22	780	LF	\$	\$
A-93	Plastic Stop Line (Unit Price in Words) _____	8-22	230	LF	\$	\$
A-94	Plastic Crosswalk Line (Unit Price in Words) _____	8-22	1,410	SF	\$	\$
A-95	Plastic Traffic Arrow (Unit Price in Words) _____	8-22	24	EA	\$	\$
A-96	Plastic Railroad Crossing Symbol (Unit Price in Words) _____	8-22	1	EA	\$	\$
A-97	Permanent Signing (Unit Price in Words) _____	8-21	1	LS	\$	\$
A-98	Illumination System Complete (Unit Price in Words) _____	8-20	1	LS	\$	\$
<b>Total Schedule A Bid Amount</b>						\$

## BID SCHEDULE B (Utilities)

City of Arlington

67th Ave NE Phase III Reconstruction

NOTE: All entries must be typed or written in ink. Unit prices for all items, all extensions, lump sum prices, and the total amount of bid must be shown. Show unit prices in both words and figures; where conflicts occur, the written words will take precedence and be used to determine the total amount bid. The total bid amount shall include all work as included in the contract documents, but sales tax shall be shown separately.

Item No.	Description	Spec. Ref. Sec.	Approx. Quantity	Unit	Unit Price	Total Price
B-1	Manhole 54 In. Diam. Type 1 (Unit Price in Words) _____	7-15	5	EA	\$	\$
B-2	Manhole 72 In. Diam. Type 1 (Unit Price in Words) _____	7-15	1	EA	\$	\$
B-3	Ductile Iron SS, 24 In. (Unit Price in Words) _____	7-17	1,743	LF	\$	\$
B-4	Connect existing SS (Unit Price in Words) _____	7-17	3	EA	\$	\$
B-5	Ductile Iron WM, 12-In. (Unit Price in Words) _____	7-09	222	LF	\$	\$
B-6	Ductile Iron WM, 10-In. (Unit Price in Words) _____	7-09	70	LF	\$	\$
B-7	Ductile Iron, 10-In. GV (FL X MJ) (Unit Price in Words) _____	7-12	17	EA	\$	\$
B-8	Ductile Iron, 12-In. GV (FL X FL) (Unit Price in Words) _____	7-12	2	EA	\$	\$
B-9	Thrust Block (Unit Price in Words) _____	7-09	6	EA	\$	\$
B-10	Abandon existing WM/lateral (Unit Price in Words) _____	7-09	215	LF	\$	\$
B-11	Remove and replace water meter (Unit Price in Words) _____	7-15	21	EA	\$	\$
B-12	RPBA in Hot Box (Unit Price in Words) _____	7-09	1	EA	\$	\$
B-13	Fire Hydrant Assembly (Unit Price in Words) _____	7-14	6	EA	\$	\$
B-14	Fiber optic handhole (Unit Price in Words) _____	8-20	3	EA	\$	\$
B-15	Fiber optic conduit, 4-In. (Unit Price in Words) _____	8-20	670	LF	\$	\$
<b>Sub-Total Schedule B Bid Amount</b>						\$
<b>Sales Tax (8.6%)</b>						\$
<b>Total Schedule B Bid Amount</b>						\$

**BID SCHEDULE C - Additive Alternates (Signalization)**

City of Arlington

67th Ave NE Phase III Reconstruction

NOTE: All entries must be typed or written in ink. Unit prices for all items, all extensions, lump sum prices, and the total amount of bid must be shown. Show unit prices in both words and figures; where conflicts occur, the written words will take precedence and be used to determine the total amount bid. The total bid amount shall include all work as included in the contract documents and sales tax.

Item No.	Description	Spec. Ref. Sec.	Approx. Quantity	Unit	Unit Price	Total Price
C-1	Traffic Signal System Complete (67th & 211th) (Unit Price in Words) _____	8-20	1	LS	\$	\$
C-2	Traffic Signal Modification (67th & 204th) (Unit Price in Words) _____	8-20	1	LS	\$	\$
<b>Total Schedule C Bid Amount \$</b>						

**BID SCHEDULE D - Additive Alternates (Non-Potable Water)**

City of Arlington

67th Ave NE Phase III Reconstruction

NOTE: All entries must be typed or written in ink. Unit prices for all items, all extensions, lump sum prices, and the total amount of bid must be shown. Show unit prices in both words and figures; where conflicts occur, the written words will take precedence and be used to determine the total amount bid. The total bid amount shall include all work as included in the contract documents, but sales tax shall be shown separately.

Item No.	Description	Spec. Ref. Sec.	Approx. Quantity	Unit	Unit Price	Total Price
D-1	PVC C-900, 4-In. NPW (Unit Price in Words) _____	7-09	32	LF	\$	\$
D-2	8" Gate Valve (Unit Price in Words) _____	7-09	8	EA	\$	\$
D-3	PVC C-900, 6-In. NPW (Unit Price in Words) _____	7-09	4797	LF	\$	\$
<b>Sub-Total Schedule D Bid Amount \$</b>						
<b>Sales Tax (8.6%) \$</b>						
<b>Total Schedule D Bid Amount \$</b>						

**Total Bid**

City of Arlington

67th Ave NE Phase III Reconstruction

NOTE: All entries must be typed or written in ink.

	<b>Total Schedule A Bid Amount \$</b>
	<b>Total Schedule B Bid Amount \$</b>
	<b>Total Schedule C Bid Amount \$</b>
	<b>Total Schedule D Bid Amount \$</b>
	<b>Grand Total \$</b>



PROPOSAL FORM (CONTINUED)

ADDENDA

Receipt of Addenda numbered and dated below is hereby acknowledged.

Addendum No.	Dated		Addendum No.	Dated		Addendum No.	Dated	

BID DEPOSIT

A Bid Deposit in an amount not less than five percent (5%) of the Total Bid Amount(s) based upon the Lump Sum or Bid Schedule approximate quantities at the unit prices including applicable taxes and in the form indicated on the following pages.

Cashier's Check  No.: \_\_\_\_\_ \$ \_\_\_\_\_ Payable to the Owner

Certified Check  No.: \_\_\_\_\_ \$ \_\_\_\_\_ Payable to the Owner

Bid Bond  No.: \_\_\_\_\_ BY SURETY IN THE AMOUNT OF NOT LESS THAN 5% OF THE TOTAL BID

**PROPOSAL FORM (Continued)**

If Sole Proprietor, Partnership, or Limited Liability Company:

IN WITNESS hereto, the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

If Corporation:

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Signature of Corporate Officer

\_\_\_\_\_  
Title

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Washington

residing at \_\_\_\_\_

My Commission Expires \_\_\_\_\_

- NOTE:
1. If the Bidder is a co-partnership, so state, giving the name under which business is transacted and have notarized.
  2. If the Bidder is a corporation, this Proposal must be executed by a duly authorized officer, have the Corporate Seal affixed and be notarized.

Local Agency Name
Local Agency Address

# Local Agency Subcontractor List

*Prepared in compliance with RCW 39.30.060 as amended*

## To Be Submitted with the Bid Proposal

Project Name \_\_\_\_\_

**Failure to list subcontractors who are proposed to perform the work of HVAC (heating, ventilation and air conditioning), plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW, or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.**

Subcontractor(s) that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name. The requirement to name the prime contract bidder's proposed HVAC, plumbing and electrical subcontractors applies only to proposed HVAC, plumbing, and electrical subcontractors who will contract directly with the prime contract bidder submitting the bid to the public entity.

If no subcontractor is listed below, the bidder acknowledges that it does not intend to use any subcontractor to perform those items of work.

Subcontractor Name \_\_\_\_\_  
 Work to be Performed \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
 Work to be Performed \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
 Work to be Performed \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
 Work to be Performed \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
 Work to be Performed \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Bidder's are notified that in the opinion of the enforcement agency PVC or metal conduit, junction boxes, etc, are considered electrical equipment and must be installed by a licensed electrical contractor, even if the installation is for future use and no wiring or electric current is connected during the project.  
 A licensed electrical contractor must be listed to perform the work.

**PART III**  
**CONTRACT**



# CONTRACT CHECKLIST

## CONTRACT FORMS

All of the following forms are to be executed with this proposal except the Certificate of Insurance which is to be provided after the Contract is awarded and prior to the Notice to Proceed.

- Contract
- Performance Bond
- Payment Bond
- Insurance Coverage Questionnaire
- Certificate of Insurance

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# CONSTRUCTION CONTRACT

THIS CONTRACT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, is by and between the City of Arlington, a municipal corporation of the State of Washington, hereinafter referred to as the CITY, and \_\_\_\_\_ referred to as the CONTRACTOR.

WITNESSETH:

That in consideration of the terms and conditions contained herein and referenced and made a part of this agreement, the parties hereto covenant and agree as follows:

- I. The Contractor shall do all work and furnish all tools, materials, and equipment for:

67th Ave Phase III Reconstruction  
Project Number P02.341

in accordance with and as described in the Contract Documents referenced herein, the Arlington Design and Construction Standards, and the standard specifications of the Washington State Department of Transportation, all of which are by this reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The CONTRACTOR shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the CITY.

- II. The CITY hereby promises and agrees with the CONTRACTOR to employ, and does employ the CONTRACTOR to provide the materials and to do and cause to be done the above referenced project and to complete and finish the same in accord with the attached Contract Documents herein contained and hereby contracts to pay for the same according to the attached Contract Documents and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.





STATE OF WASHINGTON)  
)  
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public in and for the State of  
Washington  
Residing in \_\_\_\_\_  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON)  
)  
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Barbara Tolbert, Mayor is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public in and for the State of  
Washington  
Residing in \_\_\_\_\_  
My appointment expires \_\_\_\_\_

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## PERFORMANCE BOND

KNOW ALL PEOPLE BY THESE PRESENTS: That whereas the City of Arlington has awarded to \_\_\_\_\_ (CONTRACTOR), hereinafter designated as the "Principal," a contract for the construction of the Project designated

67th Ave Phase III Reconstruction

Project Number P02.341

all as hereto attached and made a part hereof, and whereas said principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract:

NOW, THEREFORE, we the principal and \_\_\_\_\_

\_\_\_\_\_  
(Surety)

a corporation, organized and existing under and by virtue of the laws of the State of Washington, duly authorized to do business in the State of Washington, as surety, are held and firmly bound unto \_\_\_\_\_, a municipal corporation of the State of Washington, in the sum of:

\_\_\_\_\_  
(Total Amount of Contract Sum)

Dollars (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by those presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above-bonded principal, its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by and well and truly keep and perform the undertakings, covenants, and terms and conditions in the said contract and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, and terms and conditions of any and all duly authorized modifications of said contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and material suppliers and all persons who shall supply such person or persons or subcontractors with provisions and supplies for the carrying on of such work on their part and shall indemnify and hold harmless the City of Arlington, their officers and agents following the final acceptance of such work, then this obligation shall become null and void; otherwise, it shall remain in full force and effect.

And the said surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed hereunder or the specifications accompanying the same shall in any way affect its obligation on the bond, and it does hereby waive notice of any change, extension of time, alterations, or additions to the terms of the contract or the work or to the specifications.

IN WITNESS WHEREOF, the parties have executed this agreement  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**NOTE:** Please **type or print below the signatures** the names of parties executing this bond, together with official title of each.

Principal: \_\_\_\_\_

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

Principal: \_\_\_\_\_

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

Principal: \_\_\_\_\_

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

**Approved as to Form**

City of Arlington

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

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

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

Surety: \_\_\_\_\_

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

\_\_\_\_\_  
Telephone: \_\_\_\_\_

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

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



# PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_  
as Principal, hereinafter called Principal, and \_\_\_\_\_ as Surety,  
hereinafter called Surety, are hold and firmly bound unto \_\_\_\_\_ City of Arlington \_\_\_\_\_, hereinafter called  
City, in the penal sum of \_\_\_\_\_ for the payment of which sum  
well and truly to be made, we the Principal and Surety above named jointly and severally bind ourselves, our  
heirs, executors, administrators, and successors, jointly and severally, by these presents.

WHEREAS, The City has requested and the Principal has agreed to perform certain work as  
described in the CONTRACT, a copy of which is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, if the Principal shall pay the full amount of all sums which become due for the  
said improvements within the time prescribed in the CONTRACT then this obligation shall be null and void  
upon receipt of a written discharge from the City, otherwise to be and to remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**NOTE:** Please **type or print below the  
signatures** the names of parties executing this  
bond, together with official title of each.

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

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

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

**Approved as to Form**

City of Arlington

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

\_\_\_\_\_  
Telephone: \_\_\_\_\_

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

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# INSURANCE COVERAGE QUESTIONNAIRE

NOTE: THIS QUESTIONNAIRE MUST BE COMPLETED AND ATTACHED TO CERTIFICATE OF INSURANCE.

For: \_\_\_\_\_  
(Name of Insured)

Project Title: 67th Ave Phase III Reconstruction (P02.341) \_\_\_\_\_

Project Owner: City of Arlington \_\_\_\_\_

Are the following coverage's and/or conditions in effect?

	Yes	No
The Policy form is ISO Commercial General Liability form GC – 2010. If No, attach a copy of the policy with required coverage's clearly identified		
The Owner, its officials, officers, employees, consultants, and volunteers are additional insured's as respects (a) activities performed for the Owner by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises, owned, leased, or used by the Named Insured.		
Products Completed operation coverage		
Cross Liability clause (or equivalent wording)		
Personal Injury Liability Coverage (with employee exclusion deleted)		
Broad Form Damage with X, C U Hazards included		
Blanket Contractual Liability coverage applying to this contract or Contractual Liability Coverage applying to this contract		
Employers Liability - Stop Gap		
45 calendar days written notice of cancellation to the Owner		

Deductibles  
or SIRS:                      GL \_\_\_\_\_                      AL \_\_\_\_\_                      Excess \_\_\_\_\_

Insurer's Best Rating                      GL \_\_\_\_\_                      AL \_\_\_\_\_                      Excess \_\_\_\_\_

This questionnaire is issued as a matter of information. This questionnaire is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies indicated on the attached Certificate of Insurance.

\_\_\_\_\_  
Agency/Broker

\_\_\_\_\_  
Completed by (type)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Completed by (Signature)

\_\_\_\_\_  
Name of person to contact

\_\_\_\_\_  
Telephone Number

**PART IV**  
**CONTRACT PROVISIONS**



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

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

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

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

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

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

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

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

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

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

## II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

### **III. NONSEGREGATED FACILITIES**

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

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

### **IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

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

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

#### **1. Minimum wages**

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

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

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

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

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

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

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

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

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

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



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

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

## **2. Withholding**

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

## **3. Payrolls and basic records**

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

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

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

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

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

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

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

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

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

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

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

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

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

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

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

##### **b. Trainees (programs of the USDOL).**

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

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

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

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

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

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

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

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

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

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

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



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

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

**10. Certification of eligibility.**

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

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

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

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

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

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

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

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

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

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

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

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

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

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

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

## **VII. SAFETY: ACCIDENT PREVENTION**

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

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

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

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

#### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

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

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

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

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



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

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

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

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

### **1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

\* \* \* \* \*

## **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

**PART V**

**AMENDMENTS TO THE STANDARD**

**SPECIFICATIONS**

1 **INTRODUCTION**

2 The following Amendments and Special Provisions shall be used in conjunction with the  
3 2012 Standard Specifications for Road, Bridge, and Municipal Construction.  
4

5 **AMENDMENTS TO THE STANDARD SPECIFICATIONS**  
6

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

11  
12 Each Amendment contains all current revisions to the applicable section of the Standard  
13 Specifications and may include references which do not apply to this particular project.  
14

15 **Section 1-01, Definition and Terms**  
16 **August 6, 2012**

17 **1-01.3 Definitions**

18 The definition for “**Bid Documents**” is revised to read:  
19

20 The component parts of the proposed Contract which may include, but are not limited  
21 to, the Proposal Form, the proposed Contract Provisions, the proposed Contract Plans,  
22 Addenda, and, for projects with Contracting Agency subsurface investigations, the  
23 Summary of Geotechnical Conditions and subsurface boring logs (if any).  
24

25 The definition for “**Superstructures**” is revised to read:  
26

27 The part of the Structure *above*:

- 28
- 29 1. The bottom of the grout pad for the simple and continuous span bearing, or
  - 30 2. The bottom of the block supporting the girder, or
  - 31 3. Arch skewback and construction joints at the top of vertical abutment members  
32 or rigid frame piers.  
33

34  
35  
36 Longitudinal limits of the Superstructure extend from end to end of the Structure in  
37 accordance with the following criteria:  
38

- 39 1. From the face of end diaphragm abutting the bridge approach embankment for  
40 end piers without expansion joints, or
- 41 2. From the end pier expansion joint for bridges with end pier expansion joints.  
42

43  
44 Superstructures include, but are not limited to, the bottom slab and webs of box girders,  
45 the bridge deck and diaphragms of all bridges, and the sidewalks when shown on the  
46 bridge deck. The Superstructure also includes the girders, expansion joints, bearings,  
47 barrier, and railing attached to the Superstructure when such Superstructure  
48 components are not otherwise covered by separate unit measured or lump sum bid  
49 items.  
50



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

3  
4 **Section 1-02, Bid Procedures and Conditions**  
5 **January 2, 2012**

6 **1-02.4(2) Subsurface Information**

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

8  
9 If the Contracting Agency has made subsurface investigation of the site of the proposed  
10 work, the boring log data, soil sample test data, and geotechnical recommendations  
11 reports obtained by the Contracting Agency will be made available for inspection by the  
12 Bidders at the location specified in the Special Provisions. The Summary of  
13 Geotechnical Conditions, as an appendix to the Special Provisions, and the boring logs  
14 shall be considered as part of the Contract.

15  
16 **Section 1-03, Award and Execution of Contract**  
17 **April 2, 2012**

18 **1-03.1(1) Tied Bids**

19 This section's title is revised to read:

20  
21 **1-03.1(1) Identical Bid Totals**

22  
23 **Section 1-05, Control of Work**  
24 **August 6, 2012**

25 **1-05.13(1) Emergency Contact List**

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

27  
28 The list shall include, at a minimum, the Prime Contractor's Project Manager, or  
29 equivalent, the Prime Contractor's Project Superintendent, the Erosion and Sediment  
30 Control (ESC) Lead and the Traffic Control Supervisor.

31  
32 **Section 1-07, Legal Relations and Responsibilities to the Public**  
33 **June 4, 2012**

34 **1-07.1 Laws to be Observed**

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

36  
37 In particular the Contractor's attention is drawn to the requirements of WAC 296.800  
38 which requires employers to provide a safe workplace. More specifically WAC  
39 296.800.11025 prohibits alcohol and narcotics from the workplace.

40  
41 **Section 1-08, Prosecution and Progress**  
42 **April 2, 2012**

43 **1-08.1 Subcontracting**

44 In the eighth paragraph, "Contracting Agency" is revised to read "WSDOT".

45

1 **1-08.3(1) General Requirements**

2 The following new paragraph is inserted after the first paragraph:

3

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

5

6 **1-08.7 Maintenance During Suspension**

7 The second paragraph is revised to read:

8

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

14

15 **Section 1-09, Measurement and Payment**

16 **August 6, 2012**

17 **1-09.1 Measurement of Quantities**

18 The following new sentence is inserted after the sentence ““Ton”:2,000 pounds of  
19 avoirdupois weight”:

20

21 Items of payment that have “Lump Sum” or “Force Account” in the Bid Item of Work  
22 shall have no specific unit of measurement requirement.

23

24 **1-09.2(5) Measurement**

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

26

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

29

30 **Section 3-04, Acceptance of Aggregate**

31 **April 2, 2012**

32 **3-04.3(7)D4 An Entire Lot**

33 The last sentence is deleted.

34

35 **3-04.5 Payment**

36 In the second paragraph, the reference “Section 3-04.3(6)C “ is revised to read “Section 3-  
37 04.3(8)“.

38

39 In Table 1, the row containing the item “Gravel Borrow for Geosynthetic Retaining Wall” is  
40 revised to read:

41

9-03.14(4)	Gravel Borrow for Geosynthetic Retaining Wall	4000	2000	\$30	\$60
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42

43

44

1 **Section 5-01, Cement Concrete Pavement Rehabilitation**  
2 **April 2, 2012**

3 **5-01.3(2)B Portland Cement Concrete**

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

5  
6 The lower Specification limit for compressive strength shall be 4,000-psi.

7  
8 The last two sentences in the third paragraph are deleted.

9  
10 **5-01.3(11) Concrete Slurry**

11 This section including title is revised to read:

12  
13 **5-01.3(11) Concrete Slurry and Grinding Residue**

14 All concrete slurry and grinding residue shall be removed from the pavement surface on  
15 a continual basis immediately behind the grinding or cutting operations. Slurry shall not  
16 be allowed to drain into an area open to traffic, off of the paved surface or into any  
17 drainage structure.

18  
19 The Contractor shall collect the concrete slurry and grinding residue from the pavement  
20 surface and dispose of it in accordance with Section 2-03.3(7)C.

21  
22 Opening to traffic shall meet the requirements of Section 5-05.3(17).

23  
24 **Section 5-02, Bituminous Surface Treatment**  
25 **August 6, 2012**

26 **5-02.2 Materials**

27 The following new paragraph is inserted after the second paragraph:

28  
29 Each source of aggregate for bituminous surface treatment shall be evaluated  
30 separately for acceptance in accordance with Section 3-04.

31  
32 **Section 5-04, Hot Mix Asphalt**  
33 **August 6, 2012**

34 **5-04.3(10)B3 Longitudinal Joint Density**

35 The section including title is revised to read:

36  
37 **5-04.3(10)B3 Vacant**

38  
39 **5-04.3(11)D General**

40 The last sentence in the first paragraph is deleted.

41  
42 **Section 6-02, Concrete Structures**  
43 **August 6, 2012**

44 **6-02.3(2) Proportioning Materials**

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

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\*\*\*\*145

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

\*\*\*\*Maximum of 200 pounds

**6-02.3(2)B Commercial Concrete**

The second paragraph is revised to read:

Where concrete Class 3000 is specified for items such as, culvert headwalls, plugging culverts, concrete pipe collars, pipe anchors, monument cases, Type PPB, PS, I, FB and RM signal standards, pedestals, cabinet bases, guardrail anchors, fence post footings, sidewalks, curbs, and gutters, the Contractor may use commercial concrete. If commercial concrete is used for sidewalks, curbs, and gutters, it shall have a minimum cementitious material content of 564 pounds per cubic yard of concrete, shall be air entrained, and the tolerances of Section 6-02.3(5)C shall apply.

**6-02.3(2)D Lean Concrete**

This section is revised to read:

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

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

This section is revised to read:

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

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

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

All surfaces specified in the Plans to receive pigmented sealer shall receive a Class 2 surface finish (except that concrete barrier surfaces shall be finished in accordance with Section 6-02.3(11)A). The Contractor shall not apply pigmented sealer from a batch greater than 12 months past the initial date of color sample approval of that batch by the Engineer.

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

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

5  
6 For concrete surfaces such as columns, retaining walls, pier walls, abutments, concrete  
7 fascia panels, and noise barrier wall panels, the pigmented sealer shall extend to 1 foot  
8 below the finish ground line, unless otherwise shown in the Plans.  
9

10 **6-02.3(16) Plans for Falsework and Formwork**

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

12  
13 4. Conditions required by other Sections of 6-02.3(17), Falsework and Formwork.

14  
15 Item's No. 5, 6, 7, and 8 in the seventh paragraph are deleted.

16  
17 The following paragraph is inserted after the seventh paragraph:

18  
19 Plan approval can be done by the Project Engineer for footings and walls 4 to 8 feet high  
20 (excluding pedestal height) provided:

- 21  
22 1. Concrete placement rate is 4 feet per hour or less.  
23  
24 2. Facing is 3/4-inch plywood with grades as specified per Section 6-02.3(17)I.  
25  
26 3. Studs, with plywood face grain perpendicular, are 2 by 4's spaced at 12 inches.  
27  
28 4. Walers with 3,000 pound safe working load ties spaced at 24 inches are two 2 by  
29 4's spaced at 24 inches.  
30

31 **6-02.3(17)F Bracing**

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

34  
35 This section is supplemented with the following new sub-section:

36  
37 **6-02.3(17)F5 Temporary Bracing for Bridge Girders During Diaphragm and  
38 Bridge Deck Concrete Placement**

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

42  
43 Bracing shall be designed and detailed by the Contractor and shall be shown in the  
44 falsework/formwork plans submitted to the Engineer for approval. These braces shall be  
45 furnished, installed, and removed by the Contractor at no additional cost to the  
46 Contracting Agency. The Contractor may consider the bracing effects of the  
47 diaphragms in developing the falsework/formwork plans. The Contractor shall account  
48 for the added load from concrete finishing machines and other construction loadings in  
49 the design of the bracing.

50  
51 Falsework support brackets and braces shall not be welded to structural steel bridge  
52 members or to steel reinforcing bars.

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

This section including title is revised to read:

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

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

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

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

**6-02.3(17)H Formwork Accesories**

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

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

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

1. The structure is not designed to resist water pressure (pontoons, floating dolphins, detention vaults, etc.)
2. After the taper tie is removed, plugs designed and intended for plugging taper tie holes shall be installed at each face of concrete. The plug shall be installed a minimum of 1 1/2" clear from the face of concrete.
3. After the plug is installed, the hole shall be cleaned of all grease, contamination and foreign matter.
4. Holes on the exposed faces of concrete shall be patched and finished to match the surrounding concrete.

**6-02.3(25)N Prestressed Concrete Girder Erection**

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

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

1 **6-02.3(26)E5 Leak Tightness Testing**

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

3

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

6

7 The second paragraph is revised to read:

8

9 Prior to testing, all grout caps shall be installed and all vents, grout injection ports, and  
10 drains shall either be capped or have their shut-off valves closed. The Contractor shall  
11 pressurize the completed duct assembly to an initial air pressure of 50 psi. This  
12 pressure shall be held for five minutes to allow for internal adjustments within the  
13 assembly. After five minutes, the air supply valve shall be closed. The Contractor shall  
14 monitor and measure the pressure maintained within the closed assembly, and any  
15 subsequent loss of pressure, over a period of one minute following the closure of the air  
16 supply valve. The maximum pressure loss for duct assemblies equal to or less than  
17 150 feet in length shall be 25 psig. The maximum pressure loss for duct assemblies  
18 greater than 150 feet in length shall be 15 psig. If the pressure loss exceeds the  
19 allowable, locations of leakage shall be identified, repaired or reconstructed using  
20 methods approved by the Engineer. The repaired system shall then be retested. The  
21 cycle of testing, repair and retesting of each completed duct assembly shall continue  
22 until the completed duct assembly completes a test with pressure loss within the  
23 specified amount.

24

25 **Section 6-03, Steel Structures**

26 **April 2, 2012**

27 **6-03.3(28)A Method of Shop Assembly**

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

29

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

34

35 **Section 6-05, Piling**

36 **August 6, 2012**

37 **6-05.5 Payment**

38 The paragraph following the bid item, “Driving St. Pile”, per each is revised to read:

39

40 The unit Contract price per each for “Driving (type) Pile (\_\_\_\_)” shall be full pay for  
41 driving the pile to the ultimate bearing and/or penetration specified.

42

43 **Section 6-06, Bridge Railings**

44 **August 6, 2012**

45 **6-06.3(2) Metal Railings**

46 The third paragraph is revised to read:

47

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

3  
4 **Section 6-07, Painting**  
5 **April 2, 2012**

6 **6-07.3(9)A Paint System**

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

8  
9 All paint coating components of the selected paint system shall be produced by the  
10 same manufacturer.

11  
12 **6-07.3(10)H Paint System**

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

14  
15 All paint coating components of the selected paint system shall be produced by the  
16 same manufacturer.

17  
18 **Section 6-10, Concrete Barrier**  
19 **August 6, 2012**

20 **6-10.3 Construction Requirements**

21 This section is supplemented with the following:

22  
23 Steel welded wire reinforcement deformed, conforming to Section 9-07.7, may be  
24 substituted in concrete barrier in place of deformed steel bars conforming to Section 9-  
25 07.2, subject to the following conditions:

- 26  
27 1. Steel welded wire reinforcement spacing shall be the same as the deformed  
28 steel bar spacing as shown in the Standard Plans.  
29  
30 2. The minimum cross sectional area for steel welded wire reinforcement shall be  
31 no less than 86 percent of the cross sectional area for the deformed steel bars  
32 being substituted.  
33  
34 3. Development lengths and splice lengths shall conform to requirements  
35 specified in the AASHTO LRFD Bridge Design Specifications, current edition.  
36

37 **6-10.5 Payment**

38 In the second paragraph, the bid item "Conc. Class 4000" is revised to read:

39  
40 "Conc. Class 4000 \_\_\_\_"  
41

42 **Section 6-12, Noise Barrier Walls**  
43 **August 6, 2012**

44 **6-12.3(3) Shaft Construction**

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

46  
47 When efforts to advance past the obstruction to the design shaft tip elevation result in  
48 the rate of advance of the shaft drilling equipment being significantly reduced relative to



1 the rate of advance for the rest of the shaft excavation, then the Contractor shall remove  
2 the obstruction under the provisions of Section 6-12.5.

3  
4 **6-12.3(6) Precast Concrete Panel Fabrication and Erection**

5 The second sentence in item number 3 is deleted.

6  
7 **6-12.5 Payment**

8 This section is supplemented with the following:

9  
10 "Removing Noise Barrier Wall Shaft Obstructions", estimated.

11  
12 Payment for removing obstructions, as defined in Section 6-12.3(3), will be made for the  
13 changes in shaft construction methods necessary to remove the obstruction. The  
14 Contractor and the Engineer shall evaluate the effort made and reach agreement on the  
15 equipment and employees utilized, and the number of hours involved for each. Once  
16 these cost items and their duration have been agreed upon, the payment amount will be  
17 determined using the rate and markup methods specified in Section 1-09.6. For the  
18 purpose of providing a common proposal for all bidders, the Contracting Agency has  
19 entered an amount for the item "Removing Noise Barrier Wall Shaft Obstructions" in the  
20 bid proposal to become a part of the total bid by the Contractor.

21  
22 If the shaft construction equipment is idled as a result of the obstruction removal work  
23 and cannot be reasonably reassigned within the project, then standby payment for the  
24 idled equipment will be added to the payment calculations. If labor is idled as a result of  
25 the obstruction removal work and cannot be reasonably reassigned within the project,  
26 then all labor costs resulting from Contractor labor agreements and established  
27 Contractor policies will be added to the payment calculations.

28  
29 The Contractor shall perform the amount of obstruction work estimated by the  
30 Contracting Agency within the original time of the contract. The Engineer will consider a  
31 time adjustment and additional compensation for costs related to the extended duration  
32 of the shaft construction operations, provided:

- 33  
34 1. the dollar amount estimated by the Contracting Agency has been exceeded,  
35 and;  
36  
37 2. the Contractor shows that the obstruction removal work represents a delay to  
38 the completion of the project based on the current progress schedule provided  
39 in accordance with Section 1-08.3.  
40

41 **Section 6-14, Geosynthetic Retaining Walls**  
42 **January 2, 2012**

43 **6-14.2 Materials**

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

45  
46 Grout 9-20.3(4)

47  
48 In the first paragraph, the following items are inserted after the item "Gravel Borrow For  
49 Geosynthetic Retaining Wall":

50  
51 Polyurethane Sealant 9-04.2(3)

1 Closed Cell Foam Backer Rod 9-04.2(3)A

2

3 **Section 6-15, Soil Nail Walls**

4 **January 2, 2012**

5 **6-15.2 Materials**

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

7

8 Grout 9-20.3(4)

9

10 **6-15.3(3) Submittals**

11 Item f beneath item number 3 is revised to read:

12

13 f. Mix design and procedures for placing the grout.

14

15 **6-15.3(6) Soil Nailing**

16 This section is supplemented with the following:

17

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

24

25 **Section 6-16, Soldier Pile and Soldier Pile Tieback Walls**

26 **January 2, 2012**

27 **6-16.3(3) Shaft Excavation**

28 The third sentence in the seventh paragraph is revised to read:

29

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

34

35 **6-16.5 Payment**

36 This section is supplemented with the following:

37

38 "Removing Soldier Pile Shaft Obstructions", estimated.

39

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

49

1 If the shaft construction equipment is idled as a result of the obstruction removal work  
2 and cannot be reasonably reassigned within the project, then standby payment for the  
3 idled equipment will be added to the payment calculations. If labor is idled as a result of  
4 the obstruction removal work and cannot be reasonably reassigned within the project,  
5 then all labor costs resulting from Contractor labor agreements and established  
6 Contractor policies will be added to the payment calculations.  
7

8 The Contractor shall perform the amount of obstruction work estimated by the  
9 Contracting Agency within the original time of the contract. The Engineer will consider a  
10 time adjustment and additional compensation for costs related to the extended duration  
11 of the shaft construction operations, provided:  
12

- 13 1. the dollar amount estimated by the Contracting Agency has been exceeded,  
14 and;
- 15 2. the Contractor shows that the obstruction removal work represents a delay to  
16 the completion of the project based on the current progress schedule provided  
17 in accordance with Section 1-08.3.  
18

19  
20 **Section 6-17, Permanent Ground Anchors**  
21 **August 6, 2012**

22 **6-17.3(3) Submittals**

23 The first sentence in the sixth paragraph is revised to read:  
24

25 The Contractor shall submit the mix design for the grout conforming to Section 9-20.3(4)  
26 and the procedures for placing the grout to the Engineer for approval.  
27

28 **6-17.3(7) Installing Permanent Ground Anchors**

29 The following new paragraph is inserted after the sixth paragraph:  
30

31 The Contractor shall make and cure grout cubes once per day in accordance with  
32 WSDOT Test Method T 813. These samples shall be retained by the Contractor until all  
33 associated verification, performance and proof testing of the permanent ground anchors  
34 has been successfully completed. If the Contractor elects to test the grout cubes for  
35 compressive strength, testing shall be conducted by an independent laboratory and  
36 shall be in accordance with the WSDOT FOP for AASHTO T106.  
37

38 **6-17.3(9) Permanent Ground Anchor Acceptance Criteria**

39 The fourth paragraph is deleted.  
40

41 **Section 6-19, Shafts**  
42 **August 6, 2012**

43 **6-19.3(4)F Slurry Disposal**

44 This section including title is revised to read:  
45

46 **6-19.3(4)F Disposal of Slurry and Slurry Contacted Spoils**

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

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

Spoils in contact with mineral slurry shall be disposed of in accordance with Section 2-03.3(7)C. With approval of the Engineer, the Contractor may re-use these spoils on-site.

**Section 7-02, Culverts**  
**August 6, 2012**

**7-02.2 Materials**

Note 3 in the table titled, "Culvert Pipe Schedules" is revised to read:

<sup>3</sup>Polypropylene pipe, 12 inch to 30 inch diameters approved for Schedule A and Schedule B, 36 inch to 60 inch diameters approved for Schedule A only.

**7-02.5**

The bid item "Steel Rib Reinforced Polyethylene Culvert Pipe \_\_\_\_\_ In. Diam.", per linear foot is revised to read:

"St. Rib Reinf Polyethylene Culv. Pipe \_\_\_\_\_ In. Diam.", per linear foot

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

3 **7-03.3(1) Foundations, General**

4 This section is supplemented with the following:

5  
6 When aluminum pipe or pipe arch is in contact with cement concrete, two coats of paint  
7 shall be applied in accordance with Section 7-08.3(2)D.

8  
9 **7-03.3(5) Headwalls**

10 This section is supplemented with the following:

11  
12 When aluminum pipe or pipe arch is in contact with cement concrete, two coats of paint  
13 shall be applied in accordance with Section 7-08.3(2)D.

14  
15 **Section 7-04, Storm Sewers**  
16 **August 6, 2012**

17 **7-04.3(1)B Exfiltration Test – Storm Sewers**

18 The fifth column title “PE<sup>4</sup>” is revised to read “PP<sup>4</sup>” from the table titled, “Storm Sewer Pipe  
19 Schedules”.

20  
21 Note 4 in the table titled, “Storm Sewer Pipe Schedules” is revised to read:

22  
23 <sup>4</sup>PP = Polypropylene Pipe, 12 inch to 30 inch approved for Schedule A and Schedule B,  
24 36 inch to 60 inch diameters approved for Schedule A only.

25  
26 **7-04.5**

27 The bid item “Steel Rib Reinforced Polyethylene Storm Sewer Pipe \_\_\_\_\_ In Diam”, per  
28 linear foot is revised to read:

29  
30 “St. Rib Reinf Polyethylene Storm Sewer Pipe \_\_\_\_\_ In. Diam”, per linear foot

31  
32 **Section 7-05, Manholes, Inlets, Catch Basins, and Drywells**  
33 **April 2, 2012**

34 **7-05.3 Construction Requirements**

35 The third paragraph is supplemented with the following:

36  
37 Leveling and adjustment devices that do not modify the structural integrity of the metal  
38 frame, grate or cover, and do not void the originating foundry’s compliance to these  
39 specifications and warranty is allowed. Approved leveling devices are listed in the  
40 Qualified Products List. Leveling and adjusting devices that interfere with the  
41 backfilling, backfill density, grouting and asphalt density will not be allowed. The  
42 hardware for leveling and adjusting devices shall be completely removed when  
43 specified by the Project Engineer.  
44

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

3 **7-08.3(2)D Pipe Laying – Steel or Aluminum**

4 The following new sentence is inserted after the first sentence in the second paragraph:

5

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

8

9 **Section 7-09, Water Mains**  
10 **August 6, 2012**

11 **7-09.3(19)A Connections to Existing Mains**

12 In the second paragraph, “Special Conditions” is revised to read “Special Provisions”.

13

14 **Section 8-01, Erosion Control and Water Pollution Control**  
15 **August 6, 2012**

16 **8-01.3(2)D Mulching**

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

18

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

21

22 Moderate-Term Mulch and Long-Term Mulch shall be hydraulically applied at the rate of  
23 3500 pounds per acre with no more than 2000 pounds applied in any single lift.

24

25 **8-01.3(2)E Soil Binders and Tacking Agents**

26 The first paragraph is revised to read:

27

28 Tacking agents or soil binders applied using a hydroseeder shall have a mulch tracer  
29 added to visibly aid uniform application. This tracer shall not be harmful to plant,  
30 aquatic, or animal life. A minimum of 125 pounds per acre and a maximum of 250  
31 pounds per acre of Short-Term Mulch shall be used as a tracer.

32

33 The last two paragraphs are deleted.

34

35 **8-01.3(2)F Dates for Application of Final Seed, Fertilizer, and Mulch**

36 In the first paragraph, “Engineer” is revised to read “Project Engineer”.

37

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

39

40 <sup>1</sup> Where Contract timing is appropriate, seeding, fertilizing, and mulching shall be  
41 accomplished during the fall period listed above

42

43 The third paragraph is deleted.

44

45 **8-01.3(4) Placing Compost Blanket**

46 The first paragraph is revised to read:

47

1 Compost blanket shall be placed to a depth of 3 inches over bare soil. Compost blanket  
2 shall be placed prior to seeding or other planting. An organic tackifier shall be placed  
3 over the entire composted area when dry or windy conditions are present or expected  
4 before the final application of mulch or erosion control blanket. The tackifier shall be  
5 applied immediately after the application of compost to prevent compost from leaving  
6 the composted area.  
7

### 8 **8-01.3(5) Placing Plastic Covering**

9 The second and third paragraphs are revised to read:

10

11 Clear plastic covering shall be used to promote seed germination when seeding is  
12 performed outside of the Dates for Application of Final Seed in Section 8-01.3(2)F.  
13 Black plastic covering shall be used for stockpiles or other areas where vegetative  
14 growth is unwanted.  
15

16 The plastic cover shall be installed and maintained in a way that prevents water from  
17 cutting under the plastic and prevents the plastic cover from blowing open in the wind.  
18

### 19 **8-01.3(6) Check Dams**

20 This section is revised to read:

21

22 Check dams shall be installed as soon as construction will allow, or when designated by  
23 the Engineer. The Contractor may substitute a different check dam, in lieu of what is  
24 specified in the contract, with approval of the Engineer. The check dam is a temporary  
25 or permanent structure, built across a minor channel. Water shall not flow through the  
26 check dam structure. Check dams shall be constructed in a manner that creates a  
27 ponding area upstream of the dam to allow pollutants to settle, with water from  
28 increased flows channeled over a spillway in the check dam. The check dam shall be  
29 constructed to prevent erosion in the area below the spillway. Check dams shall be  
30 placed perpendicular to the flow of water and installed in accordance with the Standard  
31 Plans. The outer edges shall extend up the sides of the conveyance to prevent water  
32 from going around the check dam. Check dams shall be of sufficient height to maximize  
33 detention, without causing water to leave the ditch. Check dams shall meet the  
34 requirements in Section 9-14.5(4).  
35

### 36 **8-01.3(7) Stabilized Construction Entrance**

37 The first paragraph is revised to read:

38

39 Temporary stabilized construction entrance shall be constructed in accordance with the  
40 Standard Plans, prior to beginning any clearing, grubbing, embankment or excavation.  
41 All quarry spall material used for stabilized construction entrance shall be free of  
42 extraneous materials that may cause or contribute to track out.  
43

### 44 **8-01.3(9)B Gravel Filter, Wood Chip, or Compost Berm**

45 The first paragraph is revised to read:

46

47 Filter berms shall retain sediment and direct flows. The gravel filter berm shall be a  
48 minimum of 1 foot in height and shall be maintained at this height for the entire time  
49 they are in use. Rock material used for filter berms shall meet the grading requirements  
50 in Section 9-03.9(2), but shall not include any recycled materials as outlined in Section  
51 9-03.21.  
52

1 **8-01.3(9)C Straw Bale Barrier**  
2 This section including title is revised to read:

3  
4 **8-01.3(9)C Vacant**

5  
6 **8-01.3(11) Vacant**  
7 This section including title is revised to read:

8  
9 **8-01.3(11) Outlet Protection**  
10 Outlet protection shall prevent scour at the outlets of ponds, pipes, ditches or other  
11 conveyances. All quarry spall material used for outlet protection shall be free of  
12 extraneous material and meet the gradation requirements in Section 9-13.6.

13  
14 **8-01.3(13) Temporary Curb**  
15 This section is revised to read:

16  
17 Temporary curbs shall divert or redirect water around erodible soils.  
18  
19 Temporary curbs shall be installed along pavement edges to prevent runoff from flowing  
20 onto erodible slopes. Water shall be directed to areas where erosion can be controlled.  
21 The temporary curbs shall be a minimum of 4 inches in height. Ponding shall not be in  
22 roadways.

23  
24 **8-01.4 Measurement**  
25 The third paragraph is revised to read:

26  
27 Check dams will be measured per linear foot one time only along the completed check  
28 dam. No additional measurement will be made for check dams that are required to be  
29 rehabilitated or replaced due to wear.

30  
31 The ninth paragraph is deleted.

32  
33 This section is supplemented with the following:

34  
35 Outlet Protection will be measured per each initial installation at an outlet location.

36  
37 **8-01.5 Payment**  
38 The bid item "Straw Bale", per each is deleted.

39  
40 This section is supplemented with the following:

41  
42 "Outlet Protection", per each.

43  
44 **Section 8-02, Roadside Restoration**  
45 **August 6, 2012**

46 In this section, "psiPE" is revised to read "PSIPE".

47  
48 **8-02.3(4)C Topsoil Type C**  
49 In this section, "9-14.1(2)" is revised to read "9-14.1(3)".

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**8-02.3(8) Planting**

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

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

**8-02.5 Payment**

The paragraph following bid item “Coarse Compost”, per cubic yard” is revised to read:

The unit Contract price per cubic yard for “Fine Compost”, Medium Compost” or “Coarse Compost” shall be full pay for furnishing and spreading the compost onto the existing soil.

**Section 8-03, Irrigation Systems  
April 2, 2012**

**8-03.3(7) Flushing and Testing**

The fifth paragraph is deleted.

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

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

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

**8-04.3(1)B Roundabout Cement Concrete Curb and Gutter**

Roundabout cement concrete curb and gutter and roundabout splitter island nosing curb shall be shaped and finished to match the shape of the adjoining curb as shown in the Plans. All other requirements for cement concrete curb and cement concrete curb and gutter shall apply to roundabout cement concrete curb and gutter.

**8-04.4 Measurement**

This section is supplemented with the following:

Roundabout splitter island nosing curb will be measured per each.

**8-04.5 Payment**

The bid item, “Roundabout Truck Apron Cement Concrete Curb”, per linear foot is deleted.

This section is supplemented with the following:

“Roundabout Cement Concrete Curb and Gutter”, per linear foot

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

“Roundabout Splitter Island Nosing Curb”, per each.

1 The unit Contract price per each for “Roundabout Splitter Island Nosing Curb” shall be  
2 full payment for all costs for the Work including transitioning the roundabout splitter  
3 island nosing curb to the adjoining curb shape.  
4

5 **Section 8-07, Precast Traffic Curb and Block Traffic Curb**  
6 **August 6, 2012**

7 This section’s title is revised to read:  
8

9 **8-07 Precast Traffic Curb**

10

11 **8-07.1 Description**

12 This section is revised to read:  
13

14 This Work consists of furnishing and installing precast traffic sloped mountable curb or  
15 dual faced sloped mountable curb of the design and type specified in the Plans in  
16 accordance with these Specifications and the Standard Plans in the locations indicated  
17 in the Plans or as staked by the Engineer.  
18

19 **8-07.2 Materials**

20 The material reference “Block Traffic Curb 9-18.3” is deleted from this section.  
21

22 **8-07.3(1) Installing Curbs**

23 The fifth and seventh paragraphs are deleted from this section.  
24

25 **8-07.4 Measurement**

26 The first paragraph is deleted from this section.  
27

28 **8-07.5 Payment**

29 The following bid items are deleted from this section:  
30

31 “Type A Precast Traffic Curb”, per linear foot.

32 “Type C Precast Traffic Curb”, per linear foot.

33 “Type A Block Traffic Curb”, per linear foot.

34 “Type C Block Traffic Curb”, per linear foot.  
35

36 **Section 8-11, Guardrail**

37 **August 6, 2012**

38 **8-11.3(1)D Removing Guardrail and Guardrail Anchor**

39 The first two sentences in the first paragraph are revised to read:  
40

41 Removal of the various types of guardrail shall include removal of the rail, cable  
42 elements, hardware, and posts, including transition sections, expansion sections,  
43 terminal sections and the rail element of anchor assemblies. Removal of the various  
44 types of guardrail anchors shall include removal of the anchor assembly, including  
45 concrete bases, rebar, steel tubes, and any other appurtenances in the anchor  
46 assembly.  
47

48 **8-11.4 Measurement**

49 The seventh paragraph is revised to read:

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

**8-11.5 Payment**

The paragraph following the bid item “Removing Guardrail Anchor”, per each is revised to read:

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

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

In this Section “Engineer” is revised to read “Project Engineer”.

**8-12.1 Materials**

This section is supplemented with the following:

Paint 9-08.1(2)B

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

The words “for Type 3 and Type 4 fences” and “on Type 3 and Type 4 fences” are deleted from this section.

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

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

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

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

The seventh paragraph is deleted.

The ninth paragraph is revised to read:

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

The tenth paragraph is revised to read:

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

1 **8-12.3(1)B Top Rail**  
2 This section's content including title is deleted and replaced with:  
3  
4 **8-12.3(1)B Vacant**  
5  
6 **8-12.3(1)C Tension Wire and Tension Cable**  
7 This section's content including title is revised to read:  
8  
9 **8-12.3(1)C Tension Wire**  
10 Tension Wires shall be attached to the posts as detailed in the Plans or as approved by  
11 the Engineer.  
12  
13  
14 **8-12.3(1)D Chain Link Fabric**  
15 The first three paragraphs are revised to read:  
16  
17 Chain link fabric shall be attached after the cables and wires have been properly  
18 tensioned.  
19  
20 Chain link fabric shall be placed on the face of the post away from the Highway, except  
21 on horizontal curves where it shall be placed on the face on the outside of the curve  
22 unless otherwise directed by the Project Engineer.  
23  
24 Chain link fabric shall be placed approximately 1-inch above the ground and on a  
25 straight grade between posts by excavating high points of ground. Filling of depressions  
26 will be permitted only upon approval of the Project Engineer.  
27  
28 The fourth sentence in the fourth paragraph is revised to read:  
29  
30 The top and bottom edge of the fabric shall be fastened with hog rings to the top and  
31 bottom tension wires as may be applicable, spaced at 24-inch intervals.  
32  
33 **8-12.3(1)E Chain Link Gates**  
34 The third paragraph is deleted.  
35  
36 **8-12.3(2)A Posts**  
37 In the second paragraph, "commercial" is deleted.  
38  
39 The first sentence of the fifth paragraph is revised to read:  
40  
41 After the post is set and plumbed, the hole shall be filled with Grout Type 4.  
42  
43 The fourth sentence in the sixth paragraph is replaced with the following two sentences:  
44  
45 After the post is set and plumbed, the hole in the portion of the post in solid rock shall  
46 be filled with Grout Type 4. The grout shall be thoroughly worked into the hole so as to  
47 leave no voids.  
48  
49 The tenth paragraph is revised to read:  
50  
51 Where the new fence joins an existing fence, the 2 shall be attached in a manner  
52 satisfactory to the Project Engineer, and end or corner posts shall be set as necessary.

1  
2 The eleventh paragraph is deleted.

3  
4 **8-12.5 Payment**

5 The paragraph following the item “Chain Link Fence Type \_\_\_\_\_”, per linear foot is revised to  
6 read:

7  
8 The unit Contract price per linear foot for “Chain Link Fence Type \_\_\_\_\_” shall be full  
9 payment for all costs for the specified Work including brace post installation and all  
10 other requirements of Section 8-12 for Chain Link Fence, unless covered in a separate  
11 Bid Item in this Section.

12  
13 The following paragraph is inserted after the item “End, Gate, Corner, and Pull Post for  
14 Chain Link Fence”, per each:

15  
16 The unit Contract price per each for “End, Gate, Corner, and Pull Post for Chain Link  
17 Fence” shall be full payment for all costs for the specified Work.

18  
19 The following paragraph is inserted after the item “Single 6 Ft. Chain Link Gate”, per each:

20  
21 The unit Contract price per each for “Double 14 Ft. Chain Link Gate”, “Double 20 Ft.  
22 Chain Link Gate”, and “Single 6 Ft. Chain Link Gate”, shall be full payment for all costs  
23 for the specified Work.

24  
25 The paragraph following the item “Wire Fence Type \_\_\_\_\_”, per linear foot is revised to read

26  
27 The unit Contract price per each for “Wire Fence Type \_\_\_\_\_” shall be full payment for all  
28 costs for the specified Work including payment for clearing of the fence line.

29  
30 The following paragraph is inserted after the item “Double Wire Gate 20 Ft. Wide”, per each:

31  
32 The unit contract price per each for “Single Wire Gate 14 Ft. Wide” and “Double Wire  
33 Gate 20 Ft. Wide” shall be full payment for all costs for the specified Work.

34  
35 The paragraph following the item “Access Control Gate”, per each is revised to read:

36  
37 The unit contract price per each for “Access Control Gate” shall be full payment for all  
38 costs to perform the specified Work.

39  
40 **Section 8-15, Riprap**

41 **April 2, 2012**

42 **8-15.1 Description**

43 The second paragraph is revised to read:

44  
45 Riprap will be classified as heavy loose riprap, light loose riprap, and hand placed  
46 riprap.

47

1 **Section 8-20, Illumination, Traffic Signal Systems, And Electrical**  
2 **August 6, 2012**

3 **8-20.3(4) Foundations**

4 The first paragraph is revised to read:

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

17  
18 **8-20.3(9) Bonding, Grounding**

19 The first sentence in the second paragraph is replaced with the following two sentences:

20  
21 All conduit installed shall have an equipment ground conductor installed in addition to  
22 the conductors noted in the Contract. Conduit with innerducts shall have an equipment  
23 ground conductor installed in each innerduct that has an electrical conductor.

24  
25 **Section 8-21, Permanent Signing**  
26 **August 6, 2012**

27 **8-21.2 Materials**

28 The third sentence is revised to read:

29  
30 Materials for sign mounting shall conform to Section 9-28.11.

31  
32 **8-21.3(9)A Fabrication of Steel Structures**

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

34  
35 Fabrication shall conform to the applicable requirements of Section 6-03 and 9-06.

36  
37 This section is supplemented with the following:

38  
39 All fabrication, including repairs, adjustments or modifications of previously fabricated  
40 sign structure members and connection elements, shall be performed in the shop, under  
41 an Engineer approved shop drawing prepared and submitted by the Contractor for the  
42 original fabrication or the specific repair, adjustment or modification. Sign structure  
43 fabrication repair, adjustment or modification of any kind in the field is not permitted. If  
44 fabrication repair, adjustment or modification occurs after a sign structure member or  
45 connection element has been galvanized, the entire member or element shall be re-  
46 galvanized in accordance with AASHTO M 111.

47  
48 **8-21.3(9)B Vacant**

49 This section including title is revised to read:

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**8-21.3(9)B Erection of Steel Structures**

Erection shall conform to the applicable requirements of Sections 6-03 and 8-21.3(9)F. Section 8-21.3(9)F notwithstanding, the Contractor may erect a sign bridge prior to completion of the shaft cap portion of one foundation for one post provided the following conditions are satisfied:

1. The Contractor shall submit design calculations and working drawings of the temporary supports and falsework supporting the sign bridge near the location of the incomplete foundation to the Engineer for approval in accordance with Section 6-01.9. The submittal shall include the method of releasing and removing the temporary supports and falsework without inducing loads and stress into the sign bridge.
2. The Contractor shall submit the method used to secure the anchor bolt array in proper position with the sign bridge while casting the shaft cap concrete to complete the foundation.
3. The Contractor shall erect the sign bridge and temporary supports and falsework, complete the remaining portion of the incomplete foundation, and remove the temporary supports and falsework, in accordance with the working drawing submittals as approved by the Engineer.

**8-21.3(9)F Foundations**

The following new paragraph is inserted after the second paragraph:

Concrete placed into an excavation where water is present shall be placed using an approved tremie. If water is not present, the concrete shall be placed such that the free-fall is vertical down the center of the shaft without hitting the sides, the steel reinforcing bars, or the steel reinforcing bar cage bracing. The Section 6-02.3(6) restriction for 5-foot maximum free-fall shall not apply to placement of Class 4000P concrete into a shaft.

The eighth paragraph is replaced with the following three new paragraphs:

After construction of concrete foundations for sign bridge and cantilever sign structures, the Contractor shall survey the foundation locations and elevations, the anchor bolt array locations and lengths of exposed threads. The Contractor shall confirm that the survey conforms to the sign structure post, beam, span and foundation design geometry shown in the Plans, and shall identify any deviations from the design geometry shown in the Plans. When deviations are identified, the Contractor shall notify the Engineer, and such notice shall be accompanied by the Contractor’s proposed method(s) of addressing the deviations, including removal and reconstruction of the shaft cap portion of the affected concrete foundation as outlined in this Section, or fabrication repair, adjustment or modification, with associated shop drawings, in accordance with Section 8-21.3(9)A.

If the Contractor’s survey indicates that a concrete foundation has been constructed incorrectly for a sign structure that has already been fabricated, the Contractor may remove and reconstruct the shaft cap portion of the foundation, in accordance with Section 1-07.13, provided the following conditions are satisfied:

- 1           1. The Contractor shall submit the method and equipment to be used to remove  
2 the portion of the concrete foundation to be removed and reconstructed to the  
3 Engineer for approval in accordance with Section 1-05.3. The submittal shall  
4 include confirmation that the equipment and the method of operation is  
5 appropriate to ensure that the existing anchor bolt array and primary shaft  
6 vertical steel reinforcing bars will not be damaged.  
7  
8           2. All steel reinforcing bars, except for steel reinforcing bars extending from the  
9 bottom portion of the foundation to remain, shall be removed and disposed of  
10 in accordance with Sections 2-02.3 and 2-03.3(7)C, and shall be replaced with  
11 new steel reinforcing bars conforming to the size, dimensions and geometry  
12 shown in the Plans. All concrete of the removed portion of the foundation shall  
13 be removed and disposed of in accordance with Sections 2-02.3 and 2-  
14 03.3(7)C.  
15  
16           3. The Contractor shall adjust the primary shaft vertical steel reinforcing bars as  
17 necessary in accordance with Section 6-02.3(24)C to provide clearance for the  
18 anchor bolt array.  
19

20 Sign structures shall not be erected on concrete foundations until the Contractor  
21 confirms that the foundations and the fabricated sign structures are either compatible  
22 with each other and the design geometry shown in the Plans, or have been modified in  
23 accordance with this Section and as approved by the Engineer to be compatible with  
24 each other, and the foundations have attained a compressive strength of 2,400-psi.  
25

26 Item number 4 in the ninth paragraph is revised to read:

- 27  
28           4. Concrete shall be Class 4000P, except as otherwise specified. The concrete for  
29 the shaft cap (the portion containing the anchor bolt array assemblies above the  
30 construction joint at the top of the shaft) shall be Class 4000.  
31

32 Item number 3 in the tenth paragraph is revised to read:

- 33  
34           3. Unless otherwise shown in the Plans, concrete shall be Class 4000P.  
35

### 36 **8-21.5 Payment**

37 This section is supplemented with the following:

38  
39 All costs in connection with surveying completed concrete foundations for sign bridges  
40 and cantilever sign structures shall be included in the lump sum contract price for  
41 "Structure Surveying", except that when no Bid item is included in the Proposal for  
42 "Structure Surveying" then such costs shall be included in the lump sum contract  
43 price(s) for "Sign Bridge No. \_\_\_\_" and "Cantilever Sign Structure No. \_\_\_\_".  
44  
45

## 46 **Section 8-22, Pavement Marking** 47 **August 6, 2012**

### 48 **8-22.3(6) Removal of Pavement Markings**

49 The following new sentence is inserted after the first sentence:  
50



1 Grinding to remove plastic marking is allowed to a depth just above the pavement  
2 surface, then water blasting or shot blasting shall be required to remove the remaining  
3 markings.  
4

#### 5 **8-22.4 Measurement**

6 The items "Painted Wide Line" and "Plastic Wide Line" are deleted from the fourth  
7 paragraph.  
8

9 The sixth paragraph is revised to read:

10  
11 Diagonal lines used to delineate parking stalls that are constructed of painted or plastic  
12 4-inch lines will be measured as "Paint Line" or "Plastic Line" by the linear foot of line  
13 installed. Crosswalk line will be measured by the square foot of marking installed.  
14

15 The following two new paragraphs are inserted after the sixth paragraph:

16  
17 Crosshatch markings used to delineate median and gore areas will be measured by the  
18 completed linear foot as "Painted Crosshatch Marking" or "Plastic Crosshatch Marking".  
19

20 The measurement for "Painted Crosshatch Marking" and for "Plastic Crosshatch  
21 Marking" will be based on the total length of each 8-inch or 12-inch wide line installed.  
22

#### 23 **8-22.5 Payment**

24 The bid items "Painted Wide Line", per linear foot and "Plastic Wide Line", per linear foot are  
25 deleted from this section.  
26

27 This section is supplemented with the following two new bid items:

28 "Painted Crosshatch Marking", per linear foot.

29 "Plastic Crosshatch Marking", per linear foot.  
30  
31

32 The following new paragraph is inserted after the last bid item in this section:

33  
34 The unit Contract price for the aforementioned Bid items shall be full payment for all  
35 costs to perform the Work as described in Section 8-22.  
36

### 37 **Section 8-25, Glare Screen**

38 **April 9, 2012**

39 In this section, "tension cable" and "cable" are deleted.  
40

#### 41 **8-25.3(3) Posts**

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

43  
44 Posts shall be constructed in accordance with the Standard Plans and applicable  
45 provisions of Section 8-12.3(1)A.  
46

47 The last paragraph is revised to read:

48  
49 All round posts for Type 1 Design B and Type 2 glare screen shall be fitted with a  
50 watertight top securely fastened to the post. Line posts shall have tops designed to  
51 carry the top tension wire.

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**8-25.3(5) Tension Cables**

This sections content including title is deleted:

**8-25.3(6) Fittings, Attachments, and Hardware**

This sections content including title is deleted.

**Section 9-03, Aggregates  
April 2, 2012**

**9-03.14(1) Gravel Borrow**

Note <sup>1</sup> is deleted, including the reference in the table.

**9-03.14(2) Select Borrow**

Note <sup>1</sup> is deleted.

Note <sup>2</sup> is re-numbered Note <sup>1</sup>, including the reference in the table.

**9-03.14(4) Gravel Borrow for Geosynthetic Retaining Wall**

This section is revised to read:

All backfill material for geosynthetic retaining walls shall consist of granular material, either naturally occurring or processed, and shall be free draining, free from organic or otherwise deleterious material. The material shall be substantially free of shale or other soft, poor durability particles, and shall not contain recycled materials, such as glass, shredded tires, portland cement concrete rubble, or asphaltic concrete rubble. The backfill material shall meet the following requirements for grading and quality:

Sieve Size	Percent Passing
1 1/4 " <sup>1</sup>	99-100
1"	90-100
No. 4	50-80
No. 40	30 max.
No. 200	7.0 max.
Sand Equivalent	50 min.

All percentages are by weight

Property	Test Method	Allowable Test Value
Los Angeles Wear 500 rev.	AASHTO T 96	35 percent max.
Degradation Factor	WSDOT Test Method 113	15 min.
pH, permanent walls	AASHTO T 289	4.5-9
pH, temporary walls	AASHTO T 289	3-10

Wall backfill material satisfying these grading and property requirements shall be classified as nonaggressive.

**9-03.21(1) General Requirements**

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

1 Hot Mix Asphalt, Concrete Rubble, Recycled Glass (glass cullet), and Steel Furnace  
2 Slag may be used as, or blended uniformly with naturally occurring materials for  
3 aggregates.  
4

5 **9-03.21(1)C Vacant**

6 This section including title is revised to read:  
7

8 **9-03.21(1)C Recycled Glass (Glass Cullet)**

9 Glass Cullet shall meet the requirements of AASHTO M 318 with the additional  
10 requirement that the glass cullet is limited to the maximum amounts set in Section 9-  
11 03.21(1)E for recycled glass. Prior to use the Contractor shall provide certification to  
12 the Project Engineer that the recycled glass meets the physical properties and  
13 deleterious substances requirements in AASHTO M-318.  
14

15 **9-03.21(1) E Table on Maximum Allowable Percent (By Weight) of Recycled  
16 Material**

17 The column heading "Recycled Glass" is revised to read "Recycled Glass (Glass Cullet) in  
18 the table.  
19

20 In the column "Recycled Glass (Glass Cullet)" all amounts are revised to read "20" beginning  
21 with the item "Ballast" and continuing down until the last item in the table.  
22

23 **Section 9-04, Joint And Crack Sealing Materials**  
24 **January 2, 2012**

25 **9-04.2 Joint Sealants**

26 This section is supplemented with the following new sub-sections:  
27

28 **9-04.2(3) Polyurethane Sealant**

29 Polyurethane sealant shall conform to ASTM C 920 Type S Grade NS Class 25 Use M.  
30

31 Polyurethane sealant shall be compatible with the closed cell foam backer rod. When  
32 required, compatibility characteristics of sealants in contact with backer rods shall be  
33 determined by Test Method ASTM C 1087.  
34

35 **9-04.2(3)A Closed Cell Foam Backer Rod**

36 Closed cell foam backer rod for use with polyurethane sealant shall conform to ASTM C  
37 1330 Type C.  
38

39 **Section 9-05, Drainage Structures, Culverts, and Conduits**  
40 **August 6, 2012**

41 **9-05.24 Polypropylene Culvert Pipe, Polypropylene Storm Sewer Pipe, and  
42 Polypropylene Sanitary Sewer Pipe**

43 This sections content is deleted and replaced with the following:  
44

45 All joints for polypropylene pipe shall be made with a bell/bell or bell and spigot coupling  
46 and shall conform to ASTM D 3212 using elastomeric gaskets conforming to ASTM F  
47 477. All gaskets shall be factory installed on the pipe in accordance with the producer's  
48 recommendations.  
49

1 Qualification for each producer of polypropylene storm sewer pipe requires joint system  
2 conformance to ASTM D 3212 using elastomeric gaskets conforming to ASTM F 477  
3 and a formal quality control plan for each plant proposed for consideration.  
4  
5 A Manufacturer's Certificate of Compliance shall be required and shall accompany the  
6 materials delivered to the project. The certificate shall clearly identify production lots for  
7 all materials represented. The Contracting Agency may conduct verification tests of pipe  
8 stiffness or other properties it deems appropriate.  
9

10 This section is supplemented with the following new sub-sections:  
11

12 **9-05.24(1) Polypropylene Culvert Pipe and Storm Sewer Pipe**

13 Polypropylene culvert and storm sewer pipe shall conform to the following requirements:  
14

- 15 1. For dual wall pipe sizes up to 30 inches: ASTM F2736. .
- 16 2. For triple wall pipe sizes from 30 to 60 inches: ASTM F2764.
- 17 3. For dual wall profile pipe sizes 36 to 60 inches: AASHTO MP 21, Type S or  
18 Type D.
- 19 4. Fittings shall be factory welded, injection molded or PVC.  
20  
21

22 **9-05.24(2) Polypropylene Sanitary Sewer Pipe**

23 Polypropylene sanitary sewer pipe shall conform to the following requirements:  
24

- 25 1. For pipe sizes up to 30 inches: ASTM F2736.
- 26 2. For pipe sizes from 30 to 60 inches: ASTM F2764.
- 27 3. Fittings shall be factory welded, injection molded or PVC.  
28  
29  
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32

33 **Section 9-06, Structural Steel and Related Materials**

34 **April 2, 2012**

35 **9-06.5(3) High Strength Bolts**

36 In this section, "AASHTO M 291" is revised to read "ASTM A 563".  
37

38 **Section 9-07, Reinforcing Steel**

39 **August 6, 2012**

40 **9-07.7 Wire Mesh**

41 The first sentence in the first paragraph is revised to read:  
42

43 Wire mesh for concrete reinforcement shall conform to the requirements of AASHTO M  
44 55, Welded Steel Wire Fabric for Concrete Reinforcement or AASHTO M 221, Steel  
45 Welded Wire Reinforcement, Deformed for Concrete.  
46

1 **Section 9-10, Piling**  
2 **April 2, 2012**

3 **9-10.4 Steel Pile Tips and Shoes**

4 In the first paragraph “ASTMA A 148 Grade 60-90” is revised to read “ASTMA A 148 Grade  
5 90-60”.

6  
7 **Section 9-14, Erosion Control and Roadside Planting**  
8 **August 6, 2012**

9 **9-14.3 Fertilizer**

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

11

12 It may be separate or in a mixture containing the percentage of total nitrogen, available  
13 phosphoric acid, and water-soluble potash or sulfur in the amounts specified.

14

15 **9-14.4(2) Hydraulically Applied Erosion Control Products (HECPs )**

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

17

18 All HECPs shall be furnished premixed by the manufacturer with Organic or Synthetic  
19 Tackifier as specified in Section 9-14.4(7).

20

21 The third and fourth rows in Table 1 is revised to read:

22

Heavy Metals	EPA 6020A Total Metals	Antimony – < 4 mg/kg Arsenic – < 6 mg/kg Barium – < 80 mg/kg Boron – < 160 mg/kg Cadmium – < 2 mg/kg Total Chromium – < 4 mg/kg Copper – < 10 mg/kg Lead – < 5 mg/kg Mercury – < 2 mg/kg Nickel – < 2 mg/kg Selenium – < 10 mg/kg Strontium – < 30 mg/kg Zinc – < 30 mg/kg
Water Holding Capacity	ASTM D 7367	800 percent minimum

23

24 **9-14.4(2)A Long Term Mulch**

25 In the first paragraph, the phrase “within 2 hours of application” is deleted.

26

27 **9-14.4(4) Wood Strand Mulch**

28 The last sentence in the second paragraph is deleted.

29

30 This section is supplemented with the following new paragraph:

31

32 The Contractor shall provide Material Safety Data Sheet (MSDS) that demonstrates that  
33 the product is not harmful to plant life and a test report performed in accordance with  
34 WSDOT Test Method 125 demonstrating compliance to this specification prior to  
35 acceptance.

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**9-14.4(8) Compost**

The second paragraph is revised to read:

Compost production and quality shall comply with WAC 173-350 and for biosolids composts, WAC 173-308.

The third paragraph is to read:

Compost products shall meet the following physical criteria:

1. Compost material shall be tested in accordance with U.S. Composting Council Testing Methods for the Examination of Compost and Composting (TMECC) 02.02-B, "Sample Sieving for Aggregate Size Classification".

Fine compost shall meet the following gradation:

Sieve Size	Percent Passing	
	Minimum	Maximum
1"	100	
5/8"	90	100
1/4"	75	100

Note Maximum particle length of 4 inches.

Medium compost shall meet the following gradation:

Sieve Size	Percent Passing	
	Minimum	Maximum
1"	100	
5/8"	85	100
1/4"	70	85

Note Maximum particle length of 4 inches. Medium compost shall have a carbon to nitrogen ratio (C:N) between 18:1 and 35:1. The carbon to nitrogen ratio shall be calculated using dry weight of "Organic Carbon" using TMECC 04.01A divided by the dry weight of "Total N" using TMECC 04.02D.

Coarse compost shall meet the following gradation:

Sieve Size	Percent Passing	
	Minimum	Maximum
2"	100	
1"	90	100
3/4"	70	100
1/4"	40	60

Note Maximum particle length of 6 inches. Coarse compost shall have a carbon to nitrogen ratio (C:N) between 25:1 and 35:1. The carbon to nitrogen ratio shall be calculated using the dry weight of "Organic Carbon" using TMECC 04.01A divided by the dry weight of "Total N" using TMECC 04.02D.

- 1           2. The pH shall be between 6.0 and 8.5 when tested in accordance with U.S.  
2           Composting Council TMECC 04.11-A, "1:5 Slurry pH".
- 3
- 4           3. Manufactured inert material (plastic, concrete, ceramics, metal, etc.) shall be  
5           less than 1 percent by weight as determined by U.S. Composting Council  
6           TMECC 03.08-A "Classification of Inerts by Sieve Size".
- 7
- 8           4. Minimum organic matter shall be 40 percent by dry weight basis as determined  
9           by U.S. Composting Council TMECC 05.07A "Loss-On-Ignition Organic Matter  
10          Method (LOI)".
- 11
- 12          5. Soluble salt contents shall be less than 4.0 mmhos/cm when tested in  
13          accordance with U.S. Composting Council TMECC 04.10 "Electrical  
14          Conductivity."
- 15
- 16          6. Maturity shall be greater than 80 percent in accordance with U.S. Composting  
17          Council TMECC 05.05-A, "Germination and Root Elongation".
- 18
- 19          7. Stability shall be 7-mg CO<sub>2</sub>-C/g OM/day or below in accordance with U.S.  
20          Composting Council TMECC 05.08-B "Carbon Dioxide Evolution Rate".
- 21
- 22          8. The compost product shall originate from organic waste as defined in WAC  
23          173 350 as "Type 1 Feedstocks", "Type 2 Feedstocks", and/or "Type 3  
24          Feedstocks". The Contractor shall provide a list of feedstock sources by  
25          percentage in the final compost product.
- 26
- 27          9. The Engineer may also evaluate compost for maturity using U.S. Composting  
28          Council TMECC 05.08-E "Solvita® Maturity Index". Fine compost shall score a  
29          number 6 or above on the Solvita® Compost Maturity Test. Medium and  
30          coarse compost shall score a 5 or above on the Solvita® Compost Maturity  
31          Test.
- 32

### 33 **9-14.4(8)A Compost Approval**

34 This section's title is revised to read:

#### 35 **9-14.4(8)A Compost Submittal Requirements**

36

37

38 The first sentence in this section up until the colon is revised to read:

39

40 The Contractor shall submit the following information to the Engineer for approval:

41

42 Item No. 2 in the first paragraph is revised to read:

- 43
- 44          2. A copy of the Solid Waste Handling Permit issued to the manufacturer by the  
45          Jurisdictional Health Department in accordance with WAC 173-350 (Minimum  
46          Functional Standards for Solid Waste Handling) or for biosolid composts a copy of  
47          the Coverage Under the General Permit for Biosolids Management issued to the  
48          manufacturer by the Department of Ecology in accordance with WAC 173-308  
49          (Biosolids Management).
- 50

### 51 **9-14.5(1) Polyacrylamide (PAM)**

52 The third sentence is replaced with the following two new sentences:

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The minimum average molecular weight shall be greater than 5-mg/mole. The charge density shall be no less than 15 percent and no greater than 30 percent.

**9-14.5(2) Erosion Control Blanket**

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

The Contractor shall supply independent test results from the National Transportation Product Evaluation Program (NTPEP) meeting the following requirements in Tables 6 and 7:

**9-14.5(4) Geotextile Encased Check Dam**

This section including title is revised to read:

**9-14.5(4) Check Dams**

All materials used for check dams shall be non-toxic and not pose a threat to wildlife when installed.

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

**9-14.5(4)A Biodegradable Check Dams**

Biodegradable check dams shall meet the following requirements:

Biodegradable Check Dams	Materials
Wattle Check Dam	9-14.5(5)
Compost Sock Check Dam	9-14.5(6)
Coir Log Check Dam	9-14.5(7)

The Contractor may substitute a different biodegradable check dam as long as it complies with the following and is approved by the Engineer:

1. Made of natural plant fiber.
2. Netting if present shall be biodegradable.

**9-14.5(4)B Non-biodegradable Check Dams**

Non-biodegradable check dams shall meet the following requirements:

1. Geotextile materials shall conform to section 9-33 for silt fence.
2. Other such devices that fulfill the requirements of section 9-14.5(4) and shall be approved by the Engineer prior to installation.

**9-14.6(1) Description**

In item No. C in the fourth paragraph, "22-inch" is revised to read "2-inch".

**Section 9-16, Fence and Guardrail  
August 6, 2012**

**9-16.1(1)A Post Material for Chain Link Fence**

The last sentence in the last paragraph is deleted.



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**9-16.1(1)C Tension Wire and Tension Cable**

This section including title is revised to read:

**9-16.1(1)C Tension Wire**

Tension wire shall meet the requirements of AASHTO M 181. Tension wire galvanizing shall be Class 1.

**9-16.1(1)D Fittings and Hardware**

The second sentence in the first paragraph is deleted.

The last paragraph is deleted.

**9-16.1(2) Approval**

This section is deleted.

**9-16.6(3) Posts**

This section is revised to read:

Line posts for Types 1 and 2 glare screens shall be 2 inch inside diameter galvanized steel pipe with a nominal weight of 3.65 pounds per linear foot. End, corner, brace, and pull posts for Type 1 Design A and B and Type 2 shall be 2 ½ inch inside diameter galvanized steel pipe with a nominal weight of 5.79 pounds per linear foot. Intermediate pull posts (braced line posts) shall be as specified for line posts.

The base material for the manufacture of steel pipes used for posts shall conform to the requirements of ASTM A 53, except the weight tolerance on tubular posts shall be applied as provided below.

Posts provided for glare screen will have an acceptance tolerance on the weight per linear foot, as specified, equal to plus or minus 5 percent. This tolerance will apply to each individual post.

All posts shall be galvanized in accordance with AASHTO M 181 Section 32. The minimum average zinc coating is per square foot of surface area. This area is defined as the total area inside and outside. A sample for computing the average of mass of coating is defined as a 12-inch piece cut from each end of the galvanized member.

**9-16.6(5) Cable**

This section including title is revised to read:

**9-16.6(5) Vacant**

**9-16.6(6) Cable and Tension Wire Attachments**

This section including title is revised to read:

**9-16.6(6) Tension Wire Attachments**

All tension wire attachments shall be galvanized steel conforming to the requirements of AASHTO M 232 unless otherwise specified. Eye bolts shall have either a shoulder or a back-up nut on the eye end and be provided with an eye nut where needed or standard hex nut and lock washer ¾-inch diameter for tension wire and of sufficient length to

1 fasten to the type of posts used. Turnbuckles shall be of the shackle end type, ½ inch  
2 diameter, with standard take-up of 6 inches and provided with ⅜ inch diameter pins.

3  
4 **9-16.6(9) Fabric Bands and Stretcher Bars**

5 The first paragraph is revised to read:

6  
7 Fabric bands shall be ⅛ inch by 1 inch nominal. Stretcher bars shall be ⅜ inch by ¾  
8 inch nominal or ⅝ inch diameter round bar nominal. A ⅝ inch diameter round  
9 stretcher bar shall be used with Type 1. Nominal shall be construed to be the area of  
10 the cross section of the shape obtained by multiplying the specified width by thickness.  
11 A variation of minus 5-percent from this theoretical area shall be construed as “nominal”  
12 size. All shall be galvanized to meet the requirements of ASTM F 626.

13  
14 **Section 9-18, Precast Traffic Curb and Block Traffic Curb**  
15 **August 6, 2012**

16 This section’s title is revised to read:

17  
18 **9-18 Precast Traffic Curb**

19  
20 **9-18.3 Block Traffic Curb**

21 This section including title is revised to read:

22  
23 **9-18.3 Vacant**

24  
25 **Section 9-20, Concrete Patching Material, Grout, and Mortar**  
26 **January 2, 2012**

27 **9-20.3(3) Grout Type 3 for Unconfined Bearing Pad Applications**

28 This section is revised to read:

29  
30 Grout Type 3 shall be a prepackaged material meeting the requirements of ASTM C  
31 928 – Table 1, R2 Concrete or Mortar.

32  
33 **9-20.3(4) Grout Type 4 for Multipurpose Applications**

34 In the third sentence of the first paragraph, the reference “0.40” is revised to read “0.45”.

35  
36 **Section 9-23, Concrete Curing Materials and Admixtures**  
37 **April 2, 2012**

38 **9-23.2 Liquid Membrane-Forming Concrete Curing Compounds**

39 In the first paragraph, “moisture loss” is revised to read “water retention”.

40  
41 **Section 9-29, Illumination, Signal, Electrical**  
42 **August 6, 2012**

43 **9-29.1(4) Non-Metallic Conduit**

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

45  
46 **9-29.1(4)D Deflection Fittings**

47 Deflection Fittings for use with rigid PVC conduit shall be as described in 9-29.1(2)A

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**9-29.2 Junction Boxes, Cable Vaults, and Pull Boxes**

The section is supplemented with the following:

The Contractor shall perform quality control inspection. The Contracting Agency intends to perform Quality Assurance Inspection. By its inspection, the Contracting Agency intends only to verify the quality of that Work. This inspection shall not relieve the Contractor of any responsibility for identifying and replacing defective material and workmanship. Prior to the start of production of the precast concrete units, the Contractor shall advise the Engineer of the production schedule. The Contractor shall give the Inspector safe and free access to the Work. If the Inspector observes any nonspecification Work or unacceptable quality control practices, the Inspector will advise the plant manager. If the corrective action is not acceptable to the Engineer, the unit(s) will be rejected.

**9-29.2(1) Standard Duty and Heavy-Duty Junction Boxes**

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

The Contractor shall provide shop drawings for all components, including the concrete box, and Lid and the shop drawings shall show placement of reinforcing steel. The shop drawing shall be prepared by (or under the direct supervision of) a Professional Engineer, licensed under Title 18 RCW, State of Washington, in the branch of Civil or Structural, and each sheet shall carry the following:

1. Professional Engineer’s original signature, date of signature, original seal, registration number, and date of expiration.
2. The initials and dates of all participating design professionals
3. Clear notation of all revisions including identification of who authorized the revision, who made the revision, and the date of the revision.
4. Design calculations shall carry on the cover page, the Professional Engineer’s original signature, date of signature, original seal, registration number, and date of expiration.

For each type of junction box, or whenever there is a change to the junction box design, a proof test, as defined in this Specification, shall be performed and new shop drawings submitted.

**9-29.2(1)A Standard Duty Junction Boxes**

The sub-paragraph’s titled “Concrete Junction Boxes” are revised to read:

**Concrete Junction Boxes**

The Standard Duty Concrete Junction Box steel frame, lid support, and lid shall be painted with a black paint containing rust inhibitors or painted with a shop applied, inorganic zinc primer in accordance with Section 6-07.3, or hot-dip galvanized in accordance with AASHTO M 111. All Standard Duty Concrete Junction Boxes placed in sidewalks, walkways, and shared-use paths shall have slip-resistant surfaces. Non-slip lids and frames shall be hot dip galvanized.

1 Concrete used in Standard Duty Junction Boxes shall have a minimum compressive  
 2 strength of 6,000 psi when reinforced with a welded wire hoop, or 4,000 psi when  
 3 reinforced with welded wire fabric or fiber reinforcement. The frame shall be anchored to  
 4 the box by welding headed studs  $\frac{3}{8}$  by 3 inches long, as specified in Section 9-06.15, to  
 5 the frame. The wire fabric shall be attached to the studs and frame with standard tie  
 6 practices. The box shall contain ten studs located near the centerline of the frame and  
 7 box wall. The studs shall be placed one anchor in each corner, one at the middle of  
 8 each width and two equally spaced on each length of the box.  
 9  
 10 Materials for Type 1, 2, and 8 Concrete Junction Boxes shall conform to the following:  
 11

Materials	Requirement
Concrete	Section 6-02
Reinforcing Steel	Section 9-07
Fiber Reinforcing	ASTM C 1116, Type III
Lid	ASTM A 786 diamond plate steel
Slip Resistant Lid	ASTM A 36 steel
Frame	ASTM A 786 diamond plate steel or ASTM A36 steel
Slip Resistant Frame	ASTM A 36 steel
Lid Support	ASTM A 36, or ASTM A1011 Grade SS
Handle & Handle support	ASTM A 36 steel or ASTM A1011 Grade CS or SS
Anchors (studs)	Section 9-06.15
Bolts, Studs, Nuts, Washers	ASTM F 593 or A 193, Type 304 or 316, or Stainless Steel grade 302, 304, or 316 steel in accordance with approved shop drawing
Locking and Latching Mechanism Hardware and Bolts	In accordance with approved shop drawings

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**9-29.2(1)B Heavy Duty Junction Boxes**

The section is revised to read:

Heavy-Duty Junction Boxes shall be concrete and have a minimum vertical load rating of 46,000 pounds without permanent deformation and 60,000 pounds without failure when tested in accordance with Section 9-29.2(1)C.

The Heavy-Duty Junction Box steel frame, lid support and lid shall be painted with a shop applied, inorganic zinc primer in accordance with Section 6-07.3.

Materials for Type 4, 5, and 6 Concrete Junction Boxes shall conform to the following:

Materials	Requirement
Concrete	Section 6-02
Reinforcing Steel	Section 9-07
Lid	ASTM A 786 diamond plate steel, rolled

	from plate complying with ASTM A 572, grade 50 or ASTM A 588, and having a min. CVN toughness of 20 ft-lb at 40 degrees F.
Frame and stiffener plates	ASTM A 572 grade 50 or ASTM A 588, both with min. CVN toughness of 20 ft-lb at 40 degrees F
Handle	ASTM A 36 steel or ASTM A 1011 Grade CS or SS
Anchors (studs)	Section 9-06.15
Bolts, Studs, Nuts, Washers	ASTM F 593 or A 193, Type 304 or 316, or Stainless steel grade 302, 304, or 316 in accordance with approved shop drawing
Hinges and Locking and Latching Mechanism Hardware and Bolts	In accordance with approved shop drawings

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The lid stiffener plates shall bear on the frame, and be milled so that there is full even contact, around the perimeter, between the bearing seat and lid stiffener plates, after fabrication of the frame and lid. The bearing seat and lid perimeter bar shall be free from burrs, dirt, and other foreign debris that would prevent solid seating. Bolts and nuts shall be liberally coated with anti-seize compound. Bolts shall be installed snug tight. The bearing seat and lid perimeter bar shall be machined to allow a minimum of 75 percent of the bearing areas to be seated with a tolerance of 0.0 to 0.005 inches measured with a feeler gage. The bearing area percentage will be measured for each side of the lid as it bears on the frame.

**9-29.2(1)C Testing Requirements**

The first paragraph is revised to read:

The Contractor shall provide for testing of junction boxes, cable vaults and pull boxes. Junction boxes, cable vaults and pull boxes shall be tested by an independent materials testing facility, and a test report issued documenting the results of the tests performed.

The second paragraph is revised to read:

For concrete junction boxes, vaults and pull boxes, the independent testing laboratory shall meet the requirements of AASHTO R 18 for Qualified Tester and Verified Test Equipment. The test shall be conducted in the presence of a Professional Engineer, licensed under Title 18 RCW, State of Washington, in the branch of Civil or Structural, and each test sheet shall have the Professional Engineer’s original signature, date of signature, original seal, registration number, and date of expiration. One copy of the test report shall be furnished to the Contracting Agency certifying that the box and cover meet or exceed the loading requirements for a concrete junction box, and shall include the following information:

1. Product identification.
2. Date of testing.
3. Description of testing apparatus and procedure.

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4. All load deflection and failure data.
5. Weight of box and cover tested.
6. Upon completion of the required test(s) the box shall be loaded to failure.
7. A brief description of type and location of failure.

The third paragraph is revised to read:

For non-concrete junction boxes the independent testing laboratory shall meet the requirements of AASHTO R 18 for Qualified Tester and Verified Test Equipment. The test shall be conducted in the presence of a Professional Engineer, licensed under Title 18 RCW, State of Washington, in the branch of Civil or Structural, and each test sheet shall have the Professional Engineer’s original signature, date of signature, original seal, registration number, and date of expiration. One copy of the test report shall be furnished to the Contracting Agency certifying that the box and cover meet or exceed the loading requirements for a non-concrete junction box, and shall include the following information:

1. Product identification.
2. Date of testing.
3. Description of testing apparatus and procedure.
4. All load deflection data.
5. Weight of box and cover tested.

The first paragraph following the title “**Testing for the Standard Duty Non-Concrete Junction Boxes**” is revised to read:

Non-concrete Junction Boxes shall be tested as defined in the ANSI/SCTE 77-2007 Tier 15 test method with test load minimum of 22,500 lbs. In addition, the Contractor shall provide a Manufacture Certificate of Compliance for each non-concrete junction box installed.

### **9-29.2(2) Standard Duty and Heavy-Duty Cable Vaults and Pull Boxes**

This section is revised to read:

Standard Duty and Heavy-Duty Cable Vaults and Pull Boxes shall be constructed as a concrete box and as a concrete lid. The lid for the Heavy-Duty and Standard Duty Cable Vaults and Pull Boxes shall be interchangeable and both shall fit the same box as shown in the Standard Plans.

The Contractor shall provide shop drawings for all components, including concrete box, Cast Iron Ring, Ductile Iron Lid, Steel Rings, and Lid. In addition, the shop drawings shall show placement of reinforcing steel, knock outs, and any other appurtenances. The shop drawing shall be prepared by or under the direct supervision of a Professional

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Engineer, licensed under Title 18 RCW, State of Washington, in the branch of Civil or Structural, and each sheet shall carry the following:

1. Professional Engineer’s original signature, date of signature, original seal, registration number, and date of expiration.
2. The initials and dates of all participating design professionals
3. Clear notation of all revisions including identification of who authorized the revision, who made the revision, and the date of the revision.
4. Design calculations shall carry on the cover page, the Professional Engineer’s original signature, date of signature, original seal, registration number, and date of expiration.

For each type of box or whenever there is a change to the Cable Vault or Pull box design, a proof test, as defined in this Specification, shall be performed and new shop drawings submitted.

**9-29.2(2)A Standard Duty Cable Vaults and Pull Boxes**

This section is revised to read:

Standard Duty Cable Vaults and Pull boxes shall be concrete and have a minimum load rating of 22,500 pounds and be tested in accordance with Section 9-29.2(1)C for concrete Standard Duty Junction Boxes.

Concrete for standard duty cable vaults and pull boxes shall have a minimum compressive strength of 4,000 psi. The lid frame shall be anchored to the vault/box concrete lid by welding headed studs  $\frac{3}{8}$  by 3 inches long, as specified in Section 9-06.15, to the frame. The wire fabric shall be attached to the studs and frame with standard tie practices. The vault/box concrete lid shall contain ten studs located near the centerline of the frame and wall. Studs shall be placed one anchor in each corner, one at the middle of each width and two equally spaced on each length of the vault/box. The steel frame, lid support, and lid shall be painted with a black paint containing rust inhibitors or painted with a shop applied, inorganic zinc primer in accordance with Section 6-07.3 or hot-dip galvanized in accordance with ASTM A 111.

All Standard Duty Cable Vaults and Pull Boxes placed in sidewalks, walkways, and shared-use paths shall have slip-resistant surfaces. The steel frame, lid support, and lid for the Standard Duty Cable Vaults and Pull Boxes shall be hot-dip galvanized.

Materials for Standard Duty Cable Vaults and Pull Boxes shall conform to the following:

Materials	Requirements
Concrete	Section 6-02
Reinforcing Steel	Section 9-07
Lid	ASTM A 786 diamond plate steel
Slip Resistant Lid	ASTM A 36 Steel
Frame	ASTM A 786 diamond plate steel or ASTM A 36
Slip Resistant Frame	ASTM A 36 Steel

Lid Support	ASTM A 36 Steel, or ASTM A 1011 Grade SS
Handle & Handle Support	ASTM A 36 steel or ASTM A 1011 Grade CS or SS
Anchors (studs)	Section 9-06.15
Bolts, Studs, Nuts, Washers	ASTM F593 or A 193, type 304 or 316, or Stainless steel grade 302, 304, 316 per approved shop drawing
Hinges and Locking Mechanism Hardware and Bolts	Per approved shop drawings

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**9-29.2(2)B Heavy-Duty Cable Vaults and Pull Boxes**

This section is revised to read:

Heavy-Duty Cable Vaults and Pull Boxes shall be constructed of concrete having a minimum compressive strength of 4,000 psi, and have a minimum vertical load rating of 46,000 pounds without permanent deformation and 60,000 pounds without failure when tested in accordance with Section 9-29.2(1)C for Heavy-Duty Junction Boxes.

Materials for Heavy Duty Cable Vaults and Pull boxes shall conform to the following:

Materials	Requirements
Concrete	Section 6-02
Reinforcing Steel	Section 9-07
Cover	Section 9-05.15(1)
Ring	Section 9-05.15(1)
Anchors (studs)	Section 9-06.15
Bolts, Nuts, Washers	ASTM F 593 or A 193, Type 304 or 316, or Stainless steel grade 302, 304, 316 in accordance with approved shop drawing

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**9-29.10 Luminaires**

The third paragraph is revised to read:

All luminaires shall be provided with markers for positive identification of light source type and wattage. Markers shall be 3 inches square with Gothic bold, black 2-inch legend on colored background. Background color shall be gold for high-pressure sodium and red for metal halide, and white for induction light sources. Legends shall be sealed with transparent film resistant to dust, weather, and ultraviolet exposure.

**9-29.10(2) Decorative Luminaries**

The second sentence in the third paragraph is deleted.

**9-29.13(7)B Auxiliary Equipment for NEMA Controllers**

In the first paragraph, item number's 8-13 are renumbered to read 9-14 respectfully.

Item number 7 in the first paragraph is revised to read:



1 7. A "Display Panel" when noted in the Contract. The display panel shall depict a  
2 generic eight-phase operation. The panel shall be mounted on the inside of the  
3 front cabinet door and the mounting shall be of a design that allows positioning of  
4 the panel in four orientations 90 degrees from each other. The mounting shall be  
5 removable without use of any tools. Incandescent red, yellow, green, walk and  
6 don't walk indicator lights shall be provided for each phase. The indicator lights  
7 shall be connected to the associated field terminals. The connecting cable shall be  
8 long enough to allow for any mounting orientation. No diodes will be allowed in the  
9 display panel. A means of disconnecting all wiring entering the panel shall be  
10 provided. Switches shall be provided on the panel with labels and functions as  
11 follows:

- 12
- 13 a. Display On – Signal indicator lamps will display the operation of the
- 14 intersection.
- 15
- 16 b. Test – All indicator lamps shall be energized.
- 17
- 18 c. Display Off – All signal indicator lamps shall be de-energized.
- 19

20 The following new numbered item is inserted after item number 7.:

21

22 8. A "Detector Panel", as specified in Section 9-29.13(7)D, shall be installed. The  
23 panel shall be mounted on the inside of the front cabinet door. The detector panel  
24 shall be constructed as a single unit. Detector switches with separate operate, test,  
25 and off positions shall be provided for each field detector input circuit. A high  
26 intensity light emitting diode (LED) shall be provided for each switch. The lamp  
27 shall energize upon vehicle, pedestrian or test switch actuation. The test switch  
28 shall provide a spring loaded momentary contact that will place a call into the  
29 controller. When in the OFF position, respective detector circuits will be  
30 disconnected. In the operate position, each respective detector circuit shall operate  
31 normally. Switches shall be provided on the panel with labels and functions as  
32 follows:

- 33
- 34 a. Display On – Detector indicator lights shall operate consistent with their
- 35 respective switches.
- 36
- 37 b. Display Off – detector indicator lights shall be de-energized.
- 38

39 A means of disconnecting all wiring entering the panel shall be provided. The  
40 disconnect shall include a means to jumper detection calls when the display panel  
41 is disconnected. All switches on the panel shall be marked with its associated Plan  
42 detector number. All markers shall be permanent.

43

44 **9-29.13(7)E Type 170E, 170E-HC-11, 2070, 2070 Lite, ATC Controller Cabinets**

45 The following new title is inserted after the fifth sentence in the first paragraph:

46

47 **9-29.13(7)F Ramp Meter, Traffic Data, and Warning Sign Cabinets**

48

49 **9-29.16(1)A1 Conventional Optical System**

50 This section's title is revised to read:

51

1           **9-29.16(1)A1 Non-LED Optical System**

2

3           **9-29.16(1)D1 Electrical - Conventional**

4           This section's title is revised to read:

5

6           **9-29.16(1)D1 Electrical – Non-LED**

7

8           **9-29.24 Service Cabinets**

9           In the first paragraph, the lettered items A-J are re-lettered to read B-K respectfully.

10

11           The first paragraph is supplemented with the following new lettered item:

12

- 13           A.   Display an arc flash warning label that meets the requirements of ANSI Z535.

14

15           **9-29.25 Amplifier, Transformer, and Terminal Cabinets**

16           In item No. 2.C., "Transformer 23.1 to 12.5 KVA" is revised to read "Transformer 3.1 to 12.5  
17           KVA" and the height column value of 40" is revised to read "48".

18

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

20

21           Amplifier and terminal and transformer cabinets shall be NEMA 3R and the following:

22

23           Item number 5 is revised to read:

24

- 25           5.   All cabinets shall provide a gasketed door flange

26

27           Item number 7 is revised to read:

28

- 29           7.   Insulated terminal blocks shall be 600 volt, heavy-duty, barrier type. The terminal  
30           blocks shall be provided with a field-side and a control-side connector separated by  
31           a marker strip. One spare 12-position insulated terminal block shall be installed in  
32           each terminal cabinet and amplifier cabinet.

33

34           Item number 8 is revised to read:

35

- 36           8.   Each non-pad mounted Terminal, Amplifier and Transformer cabinet shall have 1/4  
37           inch drain holes in back corners. Each pad mounted Terminal, Amplifier and  
38           Transformer cabinet shall drain to a sump and through a 3/8 inch diameter drain  
39           pipe to grade as detailed in the Standard Plans.

40

41           Item number 10 is revised to read:

42

- 43           10. Transformer cabinets shall have two separate compartments, one for the  
44           transformer and one for the power distribution circuit breakers. Each compartment  
45           shall be enclosed with a dead front. Each breaker shall be labeled with the device  
46           name by means of a screwed or riveted engraved name plate.

47

1 **Section 9-34, Permanent Marking Material**

2 **April 2, 2012**

3 **9-34.2 Paint**

4 The second paragraph is revised to read:

5

6 Blue and black paint shall comply with the requirements for yellow paint in Section 9-  
7 34.2(4) and Section 9-34.2(5), with the exception that blue and black paints do not need  
8 to meet the requirements for titanium dioxide, directional reflectance, and contrast  
9 ration.

10

**PART VI**  
**SPECIAL PROVISIONS**

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## SPECIAL PROVISIONS

The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2012 Standard Specifications for Road, Bridge and Municipal Construction, and the foregoing Amendments to the Standard Specifications.

Several types of Special Provisions are included in this contract; General, APWA, Local, Bridges and Structures, and Project Specific. Special Provisions types are differentiated as follows:

(date)	General Special Provision
(*****)	Notes a revision to a General Special Provision and also notes a Project Specific Special Provision.
(Date APWA GSP)	APWA Special Provision
(Date COA GSP)	Local Special Provision

**General Special Provisions (GSP)** are similar to Standard Specifications in that they typically apply to many projects, usually in more than one Region. Usually, the only difference from one project to another is the inclusion of variable project data, inserted as a "fill-in".

**APWA Special Provision** are similar to General Special Provisions in that they typically apply to many projects, usually in more than one Region. However, they are modified for Local Agencies to use on smaller projects than WSDOT.

**Local Special Provisions** are similar to Standard Specifications in that they typically apply to many project within the City of Arlington. Usually, the only difference from one project to another is the inclusion of variable project data, inserted as a "fill-in".

**Project Specific Special Provisions** normally appear only in the contract for which they were developed.

1  
2 **DIVISION 1**  
3 **GENERAL REQUIREMENTS**  
4

5 **DESCRIPTION OF WORK**  
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7 (March 13, 1995)

8 This contract provides for the improvement of 67<sup>th</sup> Ave NE, including trail construction,  
9 pavement construction, drainage improvements, utility improvements, signal and illumination  
10 construction, driveway reconstruction, fish passage culvert installation, wetland mitigation  
11 and other work, all in accordance with the attached Contract Plans, these Contract  
12 Provisions, and the Standard Specifications.  
13

14 **DESCRIPTION OF ADDITIVES**

15 (\*\*\*\*\*)  
16

17 The additives for this project include the signal work at 204th St. NE and 67th Ave NE, the  
18 signal work at 211th Pl. NE and 67th Ave NE, and non-potable water on 67th Ave NE.  
19

20 ***Abbreviations***

21 Section 1-01.2 is supplemented with the following:  
22

23 (April 18, 2011 COA GSP)

24	<b>ADA</b>	Americans with Disabilities Act
25	<b>ADAAG</b>	ADA Accessibility Guidelines
26	<b>AMC</b>	Arlington Municipal Code
27	<b>BCY</b>	Bank Cubic Yards
28	<b>CAPA</b>	Critical Area Protection Area
29	<b>CAPE</b>	Critical Area Protection Easement
30	<b>CATV</b>	Cable Television
31	<b>CB</b>	Catch Basin
32	<b>CDF</b>	Controlled Density Fill
33	<b>CIP</b>	Capital Improvement Program
34	<b>CPE</b>	Corrugated Polyethylene
35	<b>CMP</b>	Corrugated Metal Pipe
36	<b>CSBC</b>	Crushed surfacing base course
37	<b>CSTC</b>	Crushed surfacing top course
38	<b>DCVA</b>	Double Check Valve Assembly
39	<b>DIA</b>	Diameter
40	<b>DOE</b>	Department of Ecology
41	<b>DSHS</b>	Department of Social and Health Services
42	<b>ESAL</b>	Equivalent Single Axle Load
43	<b>HDPE</b>	High Density Polyethylene
44	<b>HECP</b>	Hydraulically Applied Erosion Control Product
45	<b>HMA</b>	Hot Mix Asphalt
46	<b>JMF</b>	Job Mix Formula
47	<b>LCPE</b>	Lined Corrugated Polyethylene
48	<b>MH</b>	Manhole
49	<b>MUTCD</b>	Manual of Uniform Traffic Control Devices
50	<b>NIC</b>	Not in Contract
51	<b>NGPA</b>	Native Growth Protection Area
52	<b>NPDES</b>	National Pollutant Discharge Elimination System

1	<b>NST</b>	National Standard Threads
2	<b>OCI</b>	Overall Condition Index
3	<b>OWWM</b>	Ordinary High Water Mark
4	<b>PC</b>	Point of Curvature
5	<b>PCP</b>	Plain Concrete Pipe
6	<b>PI</b>	Point of Intersection
7	<b>PCC</b>	Portland Cement Concrete
8	<b>PLS</b>	Professional Land Surveyor
9	<b>PROWAAC</b>	Public Rights-of-Way Access Advisory Committee
10	<b>PROWAG</b>	Draft Proposed Right-of-Way Accessibility Guidelines
11	<b>PRV</b>	Pressure Reducing Valve
12	<b>PT</b>	Point of Tangency
13	<b>PVC</b>	Polyvinyl Chloride or Point of Vertical Curvature
14	<b>PVI</b>	Point of Vertical Intersection
15	<b>QPL</b>	Qualified Products List
16	<b>RAM</b>	Request for Approval of Material
17	<b>R/W</b>	Right of Way
18	<b>RCP</b>	Reinforced Concrete Pipe
19	<b>RCW</b>	Revised Code of Washington
20	<b>RPBA</b>	Reduced Pressure Backflow Assembly
21	<b>RPDA</b>	Reduced Pressure Detector Assembly
22	<b>SWPE</b>	Solid Wall Polyethylene
23	<b>SWPPP</b>	Storm Water Pollution Prevention Plan
24	<b>TCY</b>	Truck Cubic Yard
25	<b>TESCP</b>	Temporary Erosion/Sedimentation Control Plan
26	<b>VMD</b>	Vehicle Maneuvering Diagrams
27	<b>VFA</b>	Voids Filled with Asphalt
28	<b>VMA</b>	Voids in Mineral Aggregate
29	<b>WSDOH</b>	Washington State Department of Health
30	<b>WSDOT</b>	Washington State Department of Transportation

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**1-01.3 Definitions**

(January 20, 2012 COA GSP)

All references in the Standard Specifications to the terms “State”, “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

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

The venue of all causes of action arising from the advertisement, award, execution, and performance of the contract shall be in the Snohomish County Superior Court.

**AASHTO** – The American Association of State and Highway Transportation Officials

**AASHTO Green Book: A Policy on Geometric Design of Highways and Streets** - contains the latest design practices in universal use as the standard for highway geometric design

1           **Additive** - A supplemental unit of work or group of bid items, identified separately in  
2 the proposal, which may, at the discretion of the Contracting Agency, be awarded in  
3 addition to the base bid.  
4  
5           **Alley** – A public or privately maintained thoroughfare, tract, or easement, usually  
6 narrower than a street, which provides access to the rear boundary of one or more  
7 lots and is not intended for general traffic circulation.  
8  
9           **Alternate** - One of two or more units of work or groups of bid items, identified  
10 separately in the proposal, from which the Contracting Agency may make a choice  
11 between different methods or material of construction for performing the same  
12 work.  
13  
14           **AMC** – The City of Arlington Municipal Code.  
15  
16           **Applicant** – For the purposes of these standards, the Applicant shall be considered  
17 the same as the Developer, and may be used interchangeably.  
18  
19           **Appurtenance** – Equipment and/or accessories that are part of an operating  
20 system or subsystem.  
21  
22           **Arterial Streets** – A street classification which includes principal, minor, industrial  
23 collector and residential collector arterials and residential collectors. Those streets  
24 so designated by the City of Arlington Transportation Comprehensive Plan.  
25  
26           **As-built Drawings** - The words “As-Built Drawing” shall mean a drawing prepared  
27 a Professional Engineer licensed in the State of Washington that show the final  
28 built condition of the site.  
29  
30           **Auxiliary Lane** – That portion of the street adjoining the traveled way for speed  
31 change, turning, storage for turning, weaving, truck climbing, or other purposes  
32 supplementary to through-traffic movement.  
33  
34           **Average Daily Traffic (ADT)** – The total volume during a given time period (in  
35 whole days), greater than one (1) day and less than one (1) year, divided by the  
36 number of days in that time period. ADT is typically used in quantifying the  
37 combined number of vehicles traveling in both directions on a particular street.  
38  
39           **Backfill** – Replacement of excavated material with suitable material compacted as  
40 specified.  
41  
42           **Best Management Practices (BMPs)** - A schedule of activities, prohibitions of  
43 practices, physical structures, maintenance procedures, and other management  
44 practices undertaken to reduce or prevent increases in runoff quantity and pollution.  
45  
46           **Bike Lane** – A travel lane, located within the paved area of a street, which is  
47 provided for the exclusive use of bicycles designated by lane use signs and  
48 pavement markings.  
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50           **Bill of Sale** – The transfer of ownership document that a Developer must provide  
51 before the City will agree to accept, operate and maintain public improvements.  
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**Bollard** – A fixed or removable post designed to prevent vehicular access, or to prevent damage to an adjacent above-ground structure.

**Boring** – Grade and alignment controlled mechanical method of installing a pipe or casing under a street without disturbing the surrounding medium.

**Buffer** – The zone contiguous to a critical area as defined in AMC 20.88 that is required for the continued maintenance, function, and/or structural stability of the critical area.

**Building Official** – City of Arlington Building Official or their designee.

**Channelization** – The separation or regulation of conflicting traffic movements into definite paths of travel by the use of pavement markings, raised islands or other suitable means to facilitate the safe and orderly movement of both vehicles and pedestrians.

**City** – The City of Arlington, acting through its legally constituted elected officials, employees or agents.

**City Attorney** – Attorney representing the City of Arlington.

**City Engineer** – Shall refer to the Arlington City Engineer, or their designee, in the context of municipal projects. Shall refer to engineer of record for non-municipal projects.

**City Inspector** – An authorized representative of the Public Works Department performing inspection and testing.

**City Standards or these Standards** – City of Arlington Public Works Design and Construction Standards and Specifications, latest edition.

**City Standard Details or Standard Details** – City of Arlington Standard Detail drawings, latest edition.

**Clear Zone** – The total roadside border area starting at the edge of the traveled way available for use by errant vehicles. This area may consist of a shoulder, a recoverable slope, a non recoverable slope, and/or a clear run-out area.

**Clearing** – The act of destroying, trimming, altering, or removing vegetation by any means.

**Commercial Development** – Includes multi-family residential, and commercial, office or industrial buildings.

**Compaction** – The densification of fill by mechanical means.

**Contract** - The written agreement between the Contracting Agency and the Contractor. It describes, among other things:

1. What work will be done, and by when;
2. Who provides labor and materials; and
3. How Contractors will be paid.



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The Contract includes the Contract (agreement) Form, Bidder's completed Proposal Form, Contract Provisions, Contract Plans, standard Specifications, Standard Plans, Addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any).

**Contract Bond** - The approved form of security furnished by the Contractor and the Contractor's Surety as required by the Contract, that guarantees performance of all the Work required by the Contract.

**Contract Documents** - See definition for "Contract".

**Contract Time** - The period of time established by the terms and conditions of the contract within which the work must be physically completed.

**Contractor** – The individual, firm, partnership, corporation, or joint venture entering into a contract with a Developer or the City to perform the work in accordance with these Standards. The term shall also include the Contractor's agents, employees and subcontractors.

**Contracting Agency** – Entity responsible for the execution and administration of the Contract.

**Critical Areas** – Areas within the City that include wetlands, streams, wildlife and fisheries habitat, geologic hazard areas, frequently flooded areas and aquifer recharge areas.

**Cubing** – The process of inserting foam cubes (pigs) into and pushed through a new water or sanitary sewer main to remove any residue, dirt, debris, obstruction or foreign material from the pipe. This process is also referred to as "pigging."

**Cul-de-sac** – A short street having one end open to traffic and the other temporarily or permanently terminated by a vehicle turnaround at or near the terminus.

**Culvert** – Pipe, pipe arch or concrete box structure which drains open channels, swales or ditches under a street or embankment; typically with no catch basins along its length.

**Cut** – See Excavation.

**Dates**

**Bid Opening Date**  
The date on which the Contracting Agency publicly opens and reads the bids.

**Notice of Award Date**  
The date which appears on the Notice of Award to the successful Bidder.

**Contract Execution Date**  
The date the Contracting Agency officially binds the agency to the contract, and construction duration time begins.

**Notice to Proceed Date**

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The date stated in the Notice to Proceed on which construction activity can begin.

**Substantial Completion Date**

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains for the physical completion of the total contract.

**Physical Completion Date**

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

**Completion Date**

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

**Final Acceptance Date**

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

**Dead End** – A street with a single location for ingress and egress for vehicles.

**Public Works Director** – City of Arlington Public Works Director, a representative of the City of Arlington.

**Design Capacity** – The traffic volume at which a particular class of street will operate at an established acceptable level-of-service. Typically, the design capacity of a street is the number of vehicles, in a 24-hour period at which that street would operate at a level-of service D as defined in the City of Arlington Transportation Comprehensive Plan.

**Design Deviation** – The process and resulting documentation associated with a geometric feature created or perpetuated by a Public Works improvement that does not conform to the minimum criteria set forth in these standards and policies, but does provide the same safety elements to the public. This includes what some may refer to as a design exception or exemption.

**Design Speed** – The vehicle speed approved by the Engineer which is used to determine the design elements of a street, including but not limited to, intersection/driveway sight triangle, stopping sight distance, super-elevations, curve radii, etc. for residential and industrial streets, or equal to ten mph above the current or expected posted speed for streets designated as arterials unless otherwise determined by the Engineer.

**Design Vehicle** – The FHWA classification of vehicle (such as “WB-50”, BUS, or SU) that is used to establish the design of a particular street, intersection, or driveway; or the on-site maneuvering area required in the parking/loading area of a private business or public facility.

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**Developer** – For the purposes of these standards, the Developer means any person or entity designated or named in writing by the property or easement owner to be the Applicant, or a public agency or utility which owns a right-of-way or easement in a permit application or approval for a development proposal or capital improvement project. Developer also includes a permit applicant, one who has already been granted a permit, and the City itself for those situations where City construction activities are subject to approval under the particular standard.

**Developer’s Engineer or Design Engineer** – The Professional Engineer or engineering firm entering into a contract with the Developer and representing the Developer to prepare construction documents and provide other engineering services. The term shall also include its employees and sub-consultants.

**Development** – Land disturbing activities; structural development (including construction or installation of a building or other structure); creation of impervious surfaces; and subdivision, short subdivision and binding site plans, as defined in RCW 58.17.

**Director of Community Development** – City of Arlington Director of the Department of Community Development.

**Director of Public Works** – City of Arlington Director of the Department of Public Works.

**DOE** – State of Washington Department of Ecology

**DOE Stormwater Management Manual** – Department of Ecology Stormwater Management Manual for Western Washington, adopted edition by the City of Arlington.

**Downspout** - The word “Downspout” shall mean the leader of pipe above ground which is installed to conduct storm water from the roof gutter or any structure.

**Drip Line** – The circle that would exist if you drew a line below the tips of the outer most branches of a tree or plant.

**Driveway** – A privately maintained access to residential, commercial or industrial properties.

**Dry Season** – In the application of these standards: April 1 to September 30 of each year.

**Easement** - Means a legal encumbrance that is placed against a property’s title to reserve specified privileges for the users and beneficiaries, both public and private, within the boundaries of the easement.

**Engineer** – Shall refer to City Engineer in the context of municipal projects. Shall refer to engineer of record for non-municipal projects.

**Engineering Plan** – The official drawings, plans, profiles, typical cross-sections and supplemental drawings, and specifications , technical reports, or reproductions

- 1           thereof, approved by the Engineer, which show the location, character, dimensions  
2           and details of work to be performed. The engineering plan shall be prepared, dated,  
3           stamped and signed by a Professional Engineer licensed in the State of  
4           Washington. All such documents are to be considered as a part of the plans  
5           whether attached to or separate. An engineering plan may be supplemented with  
6           reports which contain detailed calculations, structural calculations, or other  
7           supporting documents needed to assess the total plan.  
8  
9           **Engineering Review** – An evaluation by the Public Works Department of a  
10          proposed project's compliance with these standards and other applicable City,  
11          State, and Federal regulations, ordinances, and policies.  
12  
13          **Erosion** – The wearing away of the ground surface as a result of the movement of  
14          wind, water, or ice.  
15  
16          **Excavation** – The removal of earth material by artificial means also referred to as  
17          cut.  
18  
19          **Filling** – Deposition of earth materials by artificial means also referred to as fill.  
20  
21          **Final Acceptance** – Acceptance by ordinance of the infrastructure improvements  
22          constructed by the Developer for ownership, operation and maintenance based on  
23          the bill of sale.  
24  
25          **Final Construction Approval** – The approval granted by the Engineer of all  
26          infrastructure improvements constructed by the Developer as required by the  
27          approved engineering plans. All items on the final inspection punchlist must be  
28          completed prior to receiving this approval.  
29  
30          **Final Cleanup** – As defined in the WSDOT Standard Specification Section 1-04.11.  
31  
32          **Final Inspection** – This is the last inspection of the physical infrastructure  
33          improvements by the inspector and Public Works Department staff resulting in the  
34          list of correction items shown in the final inspection punchlist.  
35  
36          **Final Inspection Punchlist** – The list prepared by the inspector of missing or  
37          defective work that must be completed in accordance with the approved  
38          engineering plans and any revisions.  
39  
40          **Financial Guarantee** – A surety bond, assignment of funds, irrevocable letter of  
41          credit, or other means acceptable to or required by the City Engineer to guarantee  
42          that work is completed in compliance with the project's approved plans, and in  
43          compliance with City of Arlington requirements.  
44  
45          **Fire Chief** – City of Arlington Fire Chief or their designee.  
46  
47          **Geometrics** – The physical arrangement of the visible elements of a street such as  
48          alignment, grade, curvature, width and side slopes.  
49  
50          **Grade** – The vertical location of the ground surface.  
51  
52          **Grade, Existing** – The grade prior to grading.

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**Grade, Finished** – The grade of the site at the conclusion of all grading and/or construction activities.

**Grading** – An excavation or fill, or combination thereof.

**Half-Street** – An interim street section built adjacent to the property line which eventually will be completed to a full width street section when the adjacent property is developed.

**Improved City Street** – A term referring to a public street typically paved with asphalt concrete, and having such features as sidewalks, landscaping, a paved area for parked vehicles, curbs and gutters, street lights, traffic signs, pavement markings, etc. This is in contrast to an “unimproved” street with no physical improvements or which might be built with only an unmaintained gravel surface.

**Industrial Collector Arterial** – Those streets so designated by the City of Arlington Transportation Comprehensive Plan.

**Infrastructure Improvements** - Street improvements, street lighting, traffic control devices and signage, water, sewer, street and storm drainage systems, and conduit for fiber optics systems.

**Ingress/Egress** – Points of access to and from a property or parcel.

**Intersection/Driveway Sight Triangle**– The specified areas along intersection and driveway approach legs, and across their included corners, that are clear of obstructions that might block a driver’s view of potentially conflicting vehicles. The dimensions of the legs of the sight triangles depend on the design speed and the type of traffic control used at the intersection.

**Intersection** – The area embraced within the prolongation or connection of the lateral curb lines, or, if none, then the lateral boundary lines of the roadways of two or more highways which join one another at, or approximately at, right angles; or the area within which vehicles traveling upon different highways joining at any other angle may come in conflict.

**Inspector** – The City’s authorized representative assigned to make all necessary inspections of work performed, or of materials furnished or being furnished by the Developer.

**Landing** – A Street or driveway approach area to any public or private street. Also, this refers to the level area at the back of the sidewalk ramp, typically 4’ wide.

**Latecomers Agreements** – Those agreements which identify costs for constructed public improvements that will be shared by other developers when they develop parcels within the specific time period specified by those agreements. See RCW 35.91.020.

**Licensed Side Sewer Contractor** - The words “Licensed Side Sewer Contractor” shall mean any person, partnership, corporation or association duly qualified and competent to do work incidental to the construction or repair of side sewer under

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permits issued under these regulations and who shall have been duly licensed and bonded with the State of Washington and the City.

**Local Improvement District (LID)** – A method provided by RCW 35.43 by which a group of property owners can share in the cost of transportation or utility system infrastructure improvements. This may involve improving the street, building sidewalks, installing water and sanitary sewer service, and providing a stormwater management system. LIDs may be used to finance new improvements or improvements on existing streets that previously have been accepted for maintenance by the City.

**Lot** – A physically separate and distinct parcel of property that has been created pursuant to the provisions in the AMC, or pursuant to any previous laws governing the subdivision, short subdivision or segregation of land. For the purposes of these standards, Lot shall be considered the same as Property or Parcel and may be used interchangeably.

**Low Impact Development** - An innovative ecosystem based approach to land Development and storm water management that results in fewer environmental impacts.

**Lumen** – The unit of measurement for lighting levels.

**Luminance** – The reflected light from street lights or other light sources from the pavement surface that is visible to the motorist’s eye.

**Mainline Extension** – The extension or expansion of the system of water mains, sanitary sewer mains, storm drainage systems, streets, and all related appurtenances to be constructed in whole or in part as required by the conditions of approval.

**Material or Materials** - These words shall be construed to embrace machinery, manufactured or fabricated articles, and natural substance to be furnished in connection with the Project.

**Material Certification of Compliance** – An approved list of materials certified by the manufacturer or supplier as meeting the minimum requirements of these standards.

**Materials Testing Laboratory** – A materials testing laboratory adhering to ASTM and AASHTO accepted standards and all reports shall be stamped and signed by a Professional Engineer.

**Monitoring** – The collection of data by various methods for the purposes of understanding natural systems and features, evaluating the impacts of development proposals on such systems, and assessing the performance of mitigation measures imposed as conditions of development approval.

**MUTCD** – Manual on Uniform Traffic Control Devices for Streets and Highways, published by U.S. Department of Transportation Federal Highway Administration, latest edition.

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**National Pollutant Discharge Elimination System (NPDES)** – This is the part of the federal Clean Water Act which requires point source dischargers to obtain permits. These permits are referred to as NPDES Permits and are administered by the Washington State Department of Ecology.

**Notice of Award** - The written notice from the Contracting Agency to the successful bidder signifying the Contracting Agency’s acceptance of the bid.

**Notice to Proceed** - The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the work.

**Occupant** - The word “Occupant” shall mean any Person or Owner in physical possession of a structure to which Utility Service is available.

**Owner** – For projects that are administered by the City of Arlington, Owner shall be considered to be the City of Arlington. For projects that are administered by a developer, Owner shall be considered to be the developer.

**Pavement Widening** – Pavement widening projects are expansion of the street surface for vehicular use and may involve earthwork, drainage and paving elements. These projects are considered alterations of the street and must address ADA accessibility for pedestrians.

**Payment Bond** - The approved form of security furnished by the Contractor and the Contractor’s Surety as required by the Contract, that guarantees payment to anyone who provides supplies or labor for the performance of the Work.

**Performance Bond** – See “Contract Bond”

**Permit** - The work “Permit” shall mean an application for and the printed numbered form issued by the City prior to construction or repair of any side sewer.

**Permit Center** – The City of Arlington Permit Center.

**Person or Owner** - The words “Person or Owner” shall mean any individual, company, partnership, corporation, association, society or group who has ownership of a structure to which sewer service is available and the singular term shall include the plural.

**Plan Approval** – The approval of the engineering plans by Public Works staff for the appropriate permit application. This approval is a prerequisite for being able to have the permit issued. Also required from the Developer for permit issuance are the appropriate financial guarantees, certificate of insurance, and payment of all applicable fees and charges.

**Plans or Construction Plans** – Project drawings subject to City review and approval prior to construction that show the location, character and dimensions of the proposed work such as layouts, profiles, cross-sections, details, methods and general notes.

1           **Pre-Construction Conference** – Meeting held by the Engineer with the Developer,  
2 utilities, contractors and staff to convey information regarding the expectations of  
3 the City.  
4

5           **Private Sewer** - The words “Private Sewer” shall mean a Sewer, exclusive of Side  
6 Sewers, which are neither owned nor operated by the City.  
7

8           **Professional Engineer** – A person who, by reason of his or her special knowledge  
9 of the mathematical and physical sciences and the principles and methods of  
10 engineering analysis and design, acquired by professional education and practical  
11 experience, is qualified to practice engineering as defined in RCW 18.43, as  
12 attested by his or her legal registration as a Professional Engineer  
13

14           **Professional Land Surveyor** – A person who, by reason of his or her special  
15 knowledge of the mathematical and physical sciences and principles and practices  
16 of land surveying, which is acquired by professional education and practical  
17 experience, is qualified to practice land surveying as defined in RCW 18.43, as  
18 attested to by his or her legal registration as a Professional Land Surveyor.  
19

20           **Profile Grade** – Rate or percentage of change in elevation measured along the  
21 centerline of any infrastructure as define herein, either ascending or descending  
22 from or along the said Infrastructure.  
23

24           **Project** – The proposed action by a Developer requiring improvements to the  
25 street, water, storm drainage, sewer and utility systems within the City.  
26

27           **Protected Left-Turn Storage** – The area within an exclusive left-turn lane in which  
28 vehicles can be stopped without interfering with the movement of vehicles in  
29 adjacent lanes.  
30

31           **Public Sewer** - The words “Public Sewer” shall mean a Sewer, exclusive of Side  
32 Sewers, owned or operated by the City.  
33

34           **Public Street** - Publicly owned facility-providing for the movement of vehicles,  
35 bicycles, and pedestrians and/or access to adjacent properties, including the street  
36 and all other improvements, within the right-of-way.  
37

38           **Public Works** – All work, construction, alteration, repair, or improvement other than  
39 ordinary maintenance, executed at the cost of the state or of any municipality, or  
40 which is by law a lien or charge on any property therein. All Public Works, including  
41 maintenance when performed by contract shall comply with RCW 39.12. Public  
42 Works does not include work, construction, alteration, repair, or improvement  
43 performed under contracts entered into under RCW 36.102.060(4), or under  
44 development agreements entered into under RCW 36.102.060(7), or leases  
45 entered into under RCW 36.102.060(8).  
46

47           **PUD** – Snohomish County Public Utility District No. 1  
48

49           **Record Drawings Certification** – Certification by Professional Land Surveyor  
50 registered in the State of Washington.  
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**Record Drawing** – This is the record of all changes to the intended physical product of approved engineering plans. Plans shall show all changes that occurred during construction, including changes in materials, distances, lengths, locations, elevations, volumes, etc. and shall contain a record drawings certification conforming to these standards.

**Residential Local Access Street** – Any public street serving private residences that is not designated as a residential collector arterial or residential collector. Most subdivision streets, for example, are residential streets.

**Residential Structure** - The words “Residential Structure” shall mean a single family structure or a multiple family structure.

**Road** – For the purposes of these standards, Road shall be considered the same as Street, and may be used interchangeably.

**Right-of-way** – Land, property, or property interests acquired for / or devoted to transportation purposes.

**Sewer** - The word “Sewer” shall mean a conduit designed or used to transport Wastewater, and into which Storm Water, surface and ground waters are not intentionally admitted.

**Sewer Service** - The words “Sewer Service” shall mean the continuing acceptance by the City of the sewage or wastewater from a structure in the public sewer.

**Side Sewer** - The words “Side Sewer” shall mean a conduit system (pressure or gravity) extending from the plumbing system of a structure(s) to and connecting with a Public or Private Sewer Main.

**Shared Travel Lane** – This is a widened travel lane adjacent to the curb or shoulder which is provided for the shared use of vehicles and bicycles. Bicycle route signing and pavement marking is required on these streets.

**Shared Use Trail** – A path or trail reserved for exclusive use by bicycles and pedestrians and physically separated from motorized vehicle traffic by an open space or barrier.

**Shoulder** – The paved or unpaved portion of the street outside the traveled way that is available for emergency parking or non-motorized use.

**Site** – The area defined by the legal boundaries of a parcel, or parcels of land, subject to new development or redevelopment. For street projects, the length of the project and the right-of-way boundaries define the site.

**Slope** – An inclined surface, the inclination of which is expressed as a ratio of horizontal distance to vertical distance.

**Standards** – Technical documents that govern the design and construction of public works and site development.

**Stormwater Wetland** – Refer to “Wetlands”

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**Street** – A facility serving three lots or more and providing public or private access including the street and all other improvements inside the right-of-way.

**Street Frontage** – Any portion of a lot or combination of lots that directly abuts a public right-of-way or private access tract.

**Stop Work Order** – A notice to stop work on a project or property in violation per the AMC.

**Stormwater Pollution Prevention Plan (SWPPP)** – A pollution prevention plan required by the NPDES stormwater permit requirements. The purpose of the SWPPP is to describe the proposed construction activities and all temporary and permanent erosion and sediment control (TESC) measures, pollution prevention measures, inspection/monitoring activities, and record keeping that will be implemented during the proposed construction project.

**Surety** – A bonding company that is bound with the Developer to ensure performance of the work shown in the approved plans and specifications, payment of all obligations pertaining to the work, and fulfillment of other such conditions as are specified in the permit, contract, contract bond, or otherwise required by law.

**Test Tee** – That tee installed at the end of the sanitary sewer stub-out for the purpose of air testing the integrity of the sanitary sewer installation.

**Three Quarter Street** – A temporary three quarter street is a street that includes the full ultimate width of pavement, curb on both sides of the street and a planter and sidewalk on only one side of the street. See Land Use Code section 20.56.110.

**Thermoplastic** – A type of plastic, bonded to the street surface with a heat source, which is used for marking the channelization.

**Tract** – A legally created parcel of property designated for special non-residential and non commercial uses. Common tracts include stormwater drainage tracts, sensitive area tracts, native growth protection tracts, private access tracts, and tracts for ingress/egress, and utilities that may serve more than one lot.

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

**Traffic Calming Measures** – Techniques of design and physical treatments located to encourage a reduction in traffic speeds and the creation of opportunities for streetscape to change the character of Street.

**Utility** – A privately, publicly, or cooperatively owned line, facility, or system for producing, transmitting, or distributing communications, cable television, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, or any other similar commodity which directly or indirectly serves the public. Additionally, the privately, publicly, or cooperatively owned company that owns the line, facility, or system.

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**Utility Easement** – Means a legal encumbrance that is placed against a property’s title to reserve specified privileges for the users and beneficiaries of utility system facilities, both public and private, within the boundaries of the Easement.

**Wastewater** - The words “Wastewater” shall mean water-carrying wastes containing either or both sewage and industrial waste.

**Wetlands** – Critical area as defined in the City Land Use Code section 20.88.

**Wet Season** – In the application of these standards, October 1 to March 31 of each year.

**Words and Phrases** - Whenever the words, “as directed”, “as required”, “as permitted”, or words of like effect are used, it shall be understood that the direction, requirement or permission of the City Engineer is intended. The words, “sufficient”, “necessary”, “proper”, and the like shall mean sufficient, necessary or proper in the judgment of the City Engineer. The words, “approved”, “acceptable”, “satisfactory”, or words of like import shall mean approved by, acceptable to, or to the satisfaction of the City Engineer.

**Work** – The provision of all labor, materials, tools, equipment, and everything else needed to successfully complete the required infrastructure improvements based on approved engineering plans.

**WSDOT** - Washington State Department of Transportation.

**WSDOT/APWA Standard Specifications** – The Standard Specifications for Road, Bridge and Municipal Public Works Construction prepared by the Washington State Chapter, American Public Works Association and Washington State Department of Transportation; latest edition with latest revisions, hereinafter referred to as the WSDOT Standard Specifications.

**WSDOT Design Manual** – The Design Manual provides policies, procedures, and methods for developing and documenting the design of improvements to the transportation network in Washington. It has been developed for state facilities and may not be appropriate for all county roads or city streets that are not state highways.

**BID PROCEDURES AND CONDITIONS**

**1-02.1 Prequalification of Bidders**

Delete this Section and replace it with the following:

**1-02.1 Qualifications of Bidder**  
(January 24, 2011 APWA GSP)

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

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Add the following new Section

**1-02.1(1) Supplemental Qualifications Criteria**  
(March 25, 2009 APWA GSP)

In addition, the Contracting Agency has established Contracting Agency-specific and/or project-specific supplemental criteria, in accordance with RCW 39.04.350(2), for determining Bidder responsibility, including the basis for evaluation and the deadline for appealing a determination that a Bidder is not responsible. These criteria are contained in the Section 1-02.14 of the Special Provisions.

**1-02.2 Plans and Specifications**  
(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

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

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

**Examination Of Plans, Specifications And Site Of Work**

**1-02.5 Proposal Forms**  
(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's

41

1 D/M/WBE commitment, if applicable; a State of Washington Contractor's Registration  
2 Number; and a Business License Number, if applicable. Bids shall be completed by  
3 typing or shall be printed in ink by hand, preferably in black ink. The required  
4 certifications are included as part of the Proposal Form.

5  
6 The Contracting Agency reserves the right to arrange the proposal forms with alternates  
7 and additives, if such be to the advantage of the Contracting Agency. The bidder shall  
8 bid on all alternates and additives set forth in the Proposal Form unless otherwise  
9 specified.

10  
11 **1-02.6 Preparation of Proposal**  
12 (June 27, 2011 APWA GSP)

13 Supplement the second paragraph with the following:

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

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

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

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

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

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

29  
30 The fourth paragraph of Section 1-02.6 is revised to read:

31 (May 7, 2012)

32 The Bidder shall submit with the Bid a completed Disadvantaged Business Enterprise  
33 (DBE) Utilization Certification, when required by the Special Provisions. For each and  
34 every DBE firm listed on the Bidder's completed Disadvantaged Business Enterprise  
35 Utilization Certification, the Bidder shall submit written confirmation from that DBE firm  
36 that the DBE is in agreement with the DBE participation commitment that the Bidder has  
37 made in the Bidder's completed Disadvantaged Business Enterprise Utilization  
38 Certification. WSDOT Form 422 031 EF (Disadvantaged Business Enterprise Written  
39 Confirmation Document) is to be used for this purpose.

40  
41 Bidder must submit good faith effort documentation only in the event the bidder's efforts  
42 to solicit sufficient DBE participation have been unsuccessful. Directions for delivery of  
43 the Disadvantaged Business Enterprise Written Confirmation Documents and  
44 Disadvantaged Business Enterprise Good Faith Effort documentation are included in  
45 Sections 1-02.9.

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Section 1-02.6 is supplemented with the following:

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**Cumulative Additive Bidding**

This Bid Proposal requires the bidder to bid cumulative Additives as part of the bid. As such the bidder is required to submit a Base Bid and a bid for each of the cumulative Additives C and D.

**Bid Proposal**

The bid proposal is composed of the following parts:

1. Base Bid (Schedules A and B)  
The base bid shall include constructing all items included in the proposal *except* those items contained in Additive Bid Schedules C and D.
2. Additive Bid Schedules C and D
  - a. Additive Bid Schedule C (Signalization)  
Based on constructing the traffic signal at 67th Ave NE and 211th Pl NE and the traffic signal revision at 67th Ave NE and 204th St. NE.  
The bid items for Additive Schedule C are as listed in the bid proposal.
  - b. Additive Bid Schedule D (Non-Potable Water)  
Based on constructing the non-potable water main.  
The bid items for Additive Bid Schedule D are as listed in the bid proposal.

**Bidding Procedures**

To be considered responsive the bidder shall submit a price on each and every item of work included in the Base Bid and all Additives

**Award Procedures**

The successful bidder will be the bidder submitting the lowest responsible bid for the preference, listed in the order below, which is within the amount of Available Funds for the project to be announced at the time of the bid opening. Available Funds will be announced immediately prior to the opening of bids.

1. Preference 1: Lowest total for (Base Bid plus Additive C plus Additive D);
2. Preference 2: Lowest total for (Base Bid plus Additive C);
3. Preference 3: Lowest total for (Base Bid plus Additive D)
4. Preference 4: Lowest total for Base Bid

In any case, the award will be subject to the requirements of Section 1-03.

1 **1-02.7 Bid Deposit**  
2 (October 1, 2005 APWA GSP)

3  
4 Supplement this section with the following:

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

17  
18 If so stated in the Contract Provisions, bidder must use the bond form included in the  
19 Contract Provisions.

20  
21 **1-02.9 Delivery of Proposal**  
22 (May 4, 2012 APWA GSP)

23  
24 Delete this section and replace it with the following:

25  
26 Each proposal shall be submitted in a sealed envelope, with the Project Name and  
27 Project Number as stated in the Call for Bids clearly marked on the outside of the  
28 envelope, or as otherwise required in the Bid Documents, to ensure proper handling and  
29 delivery.

30  
31 If the project has FHWA funding and requires DBE Written Confirmation Documents or  
32 Good Faith Effort Documentation, then to be considered responsive, the Bidder shall  
33 submit with their Bid Proposal, written Confirmation Documentation from each DBE firm  
34 listed on the Bidder's completed DBE Utilization Certification, form 272-056A EF, as  
35 required by Section 1-02.6.

36  
37 The Contracting Agency will not open or consider any Bid Proposal that is received after  
38 the time specified in the Call for Bids for receipt of Bid Proposals, or received in a  
39 location other than that specified in the Call for Bids.

40  
41 **1-02.13 Irregular Proposals**  
42 (March 13, 2012 APWA GSP)

43  
44 Revise item 1 to read:

- 45  
46 1. A proposal will be considered irregular and will be rejected if:
- 47 a. The Bidder is not prequalified when so required;
  - 48 b. The authorized proposal form furnished by the Contracting Agency is not  
49 used or is altered;

- 1 c. The completed proposal form contains any unauthorized additions, deletions,
- 2 alternate Bids, or conditions;
- 3 d. The Bidder adds provisions reserving the right to reject or accept the award,
- 4 or enter into the Contract;
- 5 e. A price per unit cannot be determined from the Bid Proposal;
- 6 f. The Proposal form is not properly executed;
- 7 g. The Bidder fails to submit or properly complete a Subcontractor list, if
- 8 applicable, as required in Section 1-02.6;
- 9 h. The Bidder fails to submit or properly complete a Disadvantaged Business
- 10 Enterprise Certification, if applicable, as required in Section 1-02.6;
- 11 i. The Bidder fails to submit written confirmation from each DBE firm listed on
- 12 the Bidder's completed DBE Utilization Certification that they are in
- 13 agreement with the bidders DBE participation commitment, if applicable, as
- 14 required in Section 1-02.6, or if the written confirmation that is submitted fails
- 15 to meet the requirements of the Special Provisions;
- 16 j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable,
- 17 as required in Section 1-02.6, or if the documentation that is submitted fails to
- 18 demonstrate that a Good Faith Effort to meet the Condition of Award was
- 19 made;
- 20 k. The Bid Proposal does not constitute a definite and unqualified offer to meet
- 21 the material terms of the Bid invitation; or
- 22 l. More than one proposal is submitted for the same project from a Bidder under
- 23 the same or different names.
- 24

25 **1-02.14 Disqualification of Bidders**

26 Delete this Section and replace it with the following:

27 (\*\*\*\*\*)

28 A Bidder may be deemed not responsible, and the Proposal rejected, if:

- 29 1. evidence of collusion exists with any other Bidder or potential Bidder. Participants
- 30 in collusion will be restricted from submitting further bids; or
- 31 2. the Bidder, in the opinion of the Contracting Agency, is not qualified for the work
- 32 or to the full extent of the bid, or to the extent that the bid exceeds the authorized
- 33 prequalification amount as may have been determined by a prequalification of the
- 34 Bidder; or
- 35 3. an unsatisfactory performance record exists based on past or current Contracting
- 36 Agency work or for work done for others, as judged from the standpoint of
- 37 conduct of the work; workmanship; or progress; affirmative action; equal
- 38 employment opportunity practices; termination for cause; or Disadvantaged
- 39 Business Enterprise, Minority Business Enterprise, or Women's Business
- 40 Enterprise utilization; or
- 41 4. there is uncompleted work (Contracting Agency or otherwise) which in the opinion
- 42 of the Contracting Agency might hinder or prevent the prompt completion of the
- 43 work bid upon; or
- 44 5. the Bidder failed to settle bills for labor or materials on past or current contracts,
- 45 unless there are extenuating circumstances acceptable to the Contracting
- 46 Agency; or
- 47 6. the Bidder has failed to complete a written public contract or has been convicted
- 48 of a crime arising from a previous public contract, unless there are extenuating
- 49 circumstances acceptable to the Contracting Agency; or
- 50



- 1 7. the Bidder is unable, financially or otherwise, to perform the work, in the opinion
- 2 of the Contracting Agency; or
- 3 8. there are any other reasons deemed proper by the Contracting Agency; or
- 4

- 5 A Bidder will be deemed not responsible, and the Proposal rejected, if:
- 6 1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW
  - 7 39.04.350(1), as amended; or
  - 8 2. the Bidder fails to meet the following Project-specific supplemental bidder
  - 9 responsibility criteria:
  - 10
  - 11 a) The Bidder must have successfully performed as the Prime
  - 12 Contractor, on at least one FHWA-funded project in the last 5 years,
  - 13 and be familiar with FHWA documentation requirements, The Bidder
  - 14 shall list the projects and reference contacts on the STATEMENT OF
  - 15 BIDDERS QUALIFICATIONS.
  - 16

17 The apparent lowest Bidder must submit to the Contracting Agency within 24 hours of

18 the bid submittal deadline, any requested documentation (sufficient in the sole

19 judgment of the Contracting Agency) demonstrating compliance with the above

20 responsibility criteria. The Contracting Agency reserves the right to request such

21 documentation from other Bidders as well, and to request further documentation as

22 needed to assess bidder responsibility.

23

24 The basis for evaluation of Bidder compliance with these supplemental criteria shall be

25 any documents or facts obtained by Contracting Agency (whether from the Bidder or

26 third parties) which any reasonable owner would rely on for determining such

27 compliance, including but not limited to: (i) financial, historical, or operational data from

28 the Bidder; (ii) information obtained directly by the Contracting Agency from owners for

29 whom the Bidder has worked, or other public agencies or private enterprises; and (iii)

30 any additional information obtained by the Contracting Agency which is believed to be

31 relevant to the matter.

32

33 If the Contracting Agency determines the Bidder does not meet the bidder

34 responsibility criteria above and is therefore not a responsible Bidder, the Contracting

35 Agency shall notify the Bidder in writing, with the reasons for its determination. If the

36 Bidder disagrees with this determination, it may appeal the determination within 24

37 hours of receipt of the Contracting Agency's determination by presenting its appeal to

38 the Contracting Agency. The Contracting Agency will consider the appeal before

39 issuing its final determination. If the final determination affirms that the Bidder is not

40 responsible, the Contracting Agency will not execute a contract with any other Bidder

41 until at least two business days after the Bidder determined to be not responsible has

42 received the final determination.

43

44 **1-02.15 Pre Award Information**

45 (October 1, 2005 APWA GSP)

46

47 Revise this section to read:

48

49 Before awarding any contract, the Contracting Agency may require one or more of these

50 items or actions of the apparent lowest responsible bidder:

- 1 1. A complete statement of the origin, composition, and manufacture of any or all
- 2 materials to be used,
- 3 2. Samples of these materials for quality and fitness tests,
- 4 3. A progress schedule (in a form the Contracting Agency requires) showing the order
- 5 of and time required for the various phases of the work,
- 6 4. A breakdown of costs assigned to any bid item,
- 7 5. Attendance at a conference with the Engineer or representatives of the Engineer,
- 8 6. Obtain, and furnish a copy of, a business license to do business in the city or county
- 9 where the work is located.
- 10 7. A copy of State of Washington Contractor's Registration, or
- 11 8. Any other information or action taken that is deemed necessary to ensure that the
- 12 bidder is the lowest responsible bidder.
- 13
- 14

### 15 **1-03.1 Consideration of Bids**

16 (January 23, 2006 APWA GSP)

17  
18 Revise the first paragraph to read:

19  
20 After opening and reading proposals, the Contracting Agency will check them for  
21 correctness of extensions of the prices per unit and the total price. If a discrepancy  
22 exists between the price per unit and the extended amount of any bid item, the price per  
23 unit will control. If a minimum bid amount has been established for any item and the  
24 bidder's unit or lump sum price is less than the minimum specified amount, the  
25 Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum  
26 specified amount and recalculate the extension. The total of extensions, corrected  
27 where necessary, including sales taxes where applicable and such additives and/or  
28 alternates as selected by the Contracting Agency, will be used by the Contracting Agency  
29 for award purposes and to fix the Awarded Contract Price amount and the amount of the  
30 contract bond.

### 31 32 **1-03.3 Execution of Contract**

33 (October 1, 2005 APWA GSP)

34  
35 Revise this section to read:

36  
37 Copies of the Contract Provisions, including the unsigned Form of Contract, will be  
38 available for signature by the successful bidder on the first business day following award.  
39 The number of copies to be executed by the Contractor will be determined by the  
40 Contracting Agency.

41  
42 Within 7 calendar days after the award date, the successful bidder shall return the signed  
43 Contracting Agency-prepared contract, an insurance certification as required by Section  
44 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before  
45 execution of the contract by the Contracting Agency, the successful bidder shall provide  
46 any pre-award information the Contracting Agency may require under Section 1-02.15.

47  
48 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting  
49 Agency nor shall any work begin within the project limits or within Contracting Agency-  
50 furnished sites. The Contractor shall bear all risks for any work begun outside such areas  
51 and for any materials ordered before the contract is executed by the Contracting Agency.

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If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 7 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

**1-03.4 Contract Bond**  
(October 1, 2005 APWA GSP)

Revise the first paragraph to read:

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

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

**SCOPE OF THE WORK**

Add the following new section:

(\*\*\*\*)

**1-04.1(3) Additives**

The bid documents include two schedules consisting of additives. Inclusion or exclusion of any of the additives will not change any other provisions in the contract.

**Bid Proposal**

The bid proposal is composed of the following parts:

- 1. Base Bid (Schedules A and B)

- 1 The base bid shall include constructing all items included in the proposal *except*  
2 those items contained in Additive Bid Schedules C and D.  
3  
4 2. Additive Bid Schedules C and D  
5  
6 a. Additive Bid Schedule C (Signalization)  
7 Based on constructing the traffic signal at 67th Ave NE and 211th PI NE and  
8 the traffic signal revision at 67th Ave NE and 204th St. NE.  
9 The bid items for Additive Schedule C are as listed in the bid proposal.  
10  
11 b. Additive Bid Schedule D (Non-Potable Water)  
12 Based on constructing the non-potable water main.  
13 The bid items for Additive Bid Schedule D are as listed in the bid proposal.  
14  
15  
16

17 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,  
18 Specifications, and Addenda**

19 (March 13, 2012 APWA GSP)  
20

21 Revise the second paragraph to read:  
22

23 Any inconsistency in the parts of the contract shall be resolved by following this order of  
24 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 25 1. Addenda,  
26 2. Proposal Form,  
27 3. Special Provisions,  
28 4. Contract Plans,  
29 5. Amendments to the Standard Specifications,  
30 6. Standard Specifications,  
31 7. Contracting Agency's Standard Plans or Details (if any), and  
32 8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.  
33

34 **CONTROL OF WORK**

35 (March 9, 2012 COA GSP)  
36

37 Section 1-05 is supplemented with the following:  
38

39 **Record Drawings and Other Documents**  
40

41 ***Description***  
42

43 Record drawings and other documents are documents to be maintained and annotated  
44 by the Contractor during construction as follows: (1) a neatly and legibly marked set of  
45 Contract Plans showing the final location of piping, structures, paving limits, curbs,  
46 gutters, sidewalks, relocated utility structures, monuments, channelization, etc.; (2)  
47 additional documents such as schedules, lists, drawings, and easement/permit forms  
48 included in the Specifications; and (3) Contractor layout and installation drawings.  
49

1 Unless otherwise specified, record drawings shall be full sized and maintained in a  
2 clean, dry, and legible condition. Record documents shall not be used for construction  
3 purposes and shall be available for review by the Contracting Agency during normal  
4 working hours at the Contractor's field Office. At the completion of the Work and prior to  
5 final payment, all record drawings and attachments shall be submitted to the  
6 Contracting Agency.  
7

8 The record drawings shall be prepared concurrently with the Work being performed and  
9 shall be kept current at all times. Annotations to the record documents shall be made  
10 with an erasable colored pencil conforming to the following color code:  
11

12 Additions..... Red  
13 Deletions..... Green  
14 Comments..... Blue  
15

16 The record drawings shall identify all existing or abandoned utilities that were found  
17 during construction and not shown on the original Contract Plans. The drawings shall  
18 include the exact location of all deviations from the bid project plans with the station and  
19 offsets.  
20

21 The Contractor will be provided with one set of Contract Plans for this purpose. At the  
22 end of the project, each record drawing and other document shall be signed by the  
23 Contractor, attesting to the accuracy of the drawing or other document.  
24

25 ***Payment***

26 "Record Drawings," lump sum  
27

28 The price bid for "Record Drawings" shall constitute full compensation for all labor,  
29 equipment, and materials necessary to provide to the City of Gold Bar prior to final  
30 payment the "as-built" plans.  
31  
32

33 **Plans And Working Drawings**

34 Section 1-05.3 is supplemented with the following:  
35

36 (August 2, 2004)

37 When submittals require review by the railroad, the Engineer will require up to 60  
38 calendar days from the date the submittals are received until they are returned to the  
39 Contractor. If a submittal is returned unapproved and then resubmitted, then an  
40 additional review time of up to 60 calendar days will be required.  
41  
42

43 If more than 60 calendar days are required for the Engineer's review of any individual  
44 submittal or resubmittal, an extension of time will be considered in accordance with  
45 Section 1-08.8.  
46

47 (\*\*\*\*\*)

48 All submittals must be submitted for Engineer's review through the SharePoint system –  
49 see Section 1-08.11 of these Special Provisions. Submit electronically using processes  
50 and forms detailed in SharePoint. If a plan sheet is too large to scan, or if samples are  
51 submitted, reference them through SharePoint as being submitted under separate

1 cover, and submit a minimum of 3 copies/samples each. One copy of each submittal will  
2 be returned to the Contractor with the appropriate comments.

3

#### 4 **Conformity With And Deviations From Plans And Stakes**

5

6 Section 1-05.4 is supplemented with the following:

7

8 ***(April 4, 2011)***

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

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

12

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

20

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

25

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

30

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

34

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

36

37 1. Verify the primary horizontal and vertical control furnished by the Contracting  
38 Agency, and expand into secondary control by adding stakes and hubs as well  
39 as additional survey control needed for the project. Provide descriptions of  
40 secondary control to the Contracting Agency. The description shall include  
41 coordinates and elevations of all secondary control points.

42

43 2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks  
44 on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs)  
45 and at points on the alignments spaced no further than 50 feet.

46

47 3. Establish clearing limits, placing stakes at all angle points and at intermediate  
48 points not more than 50 feet apart. The clearing and grubbing limits shall be 5  
49 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless  
50 otherwise shown in the Plans.

51

- 1 4. Establish grading limits, placing slope stakes at centerline increments not more  
2 than 50 feet apart. Establish offset reference to all slope stakes. If Global  
3 Positioning Satellite (GPS) Machine Controls are used to provide grade  
4 control, then slope stakes may be omitted at the discretion of the Contractor  
5
- 6 5. Establish the horizontal and vertical location of all drainage features, placing  
7 offset stakes to all drainage structures and to pipes at a horizontal interval not  
8 greater than 25 feet.  
9
- 10 6. Establish roadbed and surfacing elevations by placing stakes at the top of  
11 subgrade and at the top of each course of surfacing. Subgrade and surfacing  
12 stakes shall be set at horizontal intervals not greater than 50 feet in tangent  
13 sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-  
14 foot intervals in intersection radii with a radius less than 10 feet. Transversely,  
15 stakes shall be placed at all locations where the roadway slope changes and  
16 at additional points such that the transverse spacing of stakes is not more than  
17 12 feet. If GPS Machine Controls are used to provide grade control, then  
18 roadbed and surfacing stakes may be omitted at the discretion of the  
19 Contractor.  
20
- 21 7. Establish intermediate elevation benchmarks as needed to check work  
22 throughout the project.  
23
- 24 8. Provide references for paving pins at 25-foot intervals or provide simultaneous  
25 surveying to establish location and elevation of paving pins as they are being  
26 placed.  
27
- 28 9. For all other types of construction included in this provision, (including but not  
29 limited to channelization and pavement marking, illumination and signals,  
30 guardrails and barriers, and signing) provide staking and layout as necessary  
31 to adequately locate, construct, and check the specific construction activity.  
32
- 33 10. The Contractor shall collect additional topographic survey data as needed in  
34 order to match into existing roadways such that the transition from the new  
35 pavement to the existing pavement is smooth and that the pavement and  
36 ditches drain properly. If changes to the profiles or roadway sections shown in  
37 the contract plans are needed to achieve proper smoothness and drainage  
38 where matching into existing features, the Contractor shall submit these  
39 changes to the Project Engineer for review and approval 10 days prior to the  
40 beginning of work.  
41

42 The Contractor shall provide the Contracting Agency copies of any calculations and  
43 staking data when requested by the Engineer.  
44

45 To facilitate the establishment of these lines and elevations, the Contracting Agency will  
46 provide the Contractor with primary survey control information consisting of descriptions  
47 of two primary control points used for the horizontal and vertical control, and  
48 descriptions of two additional primary control points for every additional three miles of  
49 project length. Primary control points will be described by reference to the project  
50 alignment and the coordinate system and elevation datum utilized by the project. In  
51 addition, the Contracting Agency will supply horizontal coordinates for the beginning and

1 ending points and for each Point of Intersection (PI) on each alignment included in the  
2 project.

3  
4 The Contractor shall ensure a surveying accuracy within the following tolerances:

	<u>Vertical</u>	<u>Horizontal</u>
5		
6		
7	Slope stakes	±0.10 feet
8	Subgrade grade stakes set	±0.10 feet
9	0.04 feet below grade	±0.01 feet
10		±0.5 feet
11		(parallel to alignment)
12		±0.1 feet
13		(normal to alignment)
14	Stationing on roadway	N/A
15	Alignment on roadway	±0.1 feet
16	Surfacing grade stakes	±0.04 feet
17		±0.5 feet
18		(parallel to alignment)
19		±0.1 feet
20		(normal to alignment)
21	Roadway paving pins for	
22	surfacing or paving	±0.01 feet
23		±0.2 feet
24		(parallel to alignment)
25		±0.1 feet
26		(normal to alignment)

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

29  
30 When staking roadway alignment and stationing, the Contractor shall perform  
31 independent checks from different secondary control to ensure that the points staked  
32 are within the specified survey accuracy tolerances.

33  
34 The Contractor shall calculate coordinates for the alignment. The Contracting Agency  
35 will verify these coordinates prior to issuing approval to the Contractor for commencing  
36 with the work. The Contracting Agency will require up to seven calendar days from the  
37 date the data is received.

38  
39 Contract work to be performed using contractor-provided stakes shall not begin until the  
40 stakes are approved by the Contracting Agency. Such approval shall not relieve the  
41 Contractor of responsibility for the accuracy of the stakes.

42  
43 Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are  
44 needed that are not described in the Plans, then those stakes shall be marked, at no  
45 additional cost to the Contracting Agency as ordered by the Engineer.

46



1 (\*\*\*\*)  
2 When requested by the Engineer, the Contractor shall spot check line and grade of  
3 underground utility installations. Utility installations shall be installed within the following  
4 tolerances:

	<u>Vertical</u>	<u>Horizontal</u>
5		
6		
7	±0.01 feet	±0.02 feet
8		

9 **(April 4, 2011)**  
10 ***Licensed Surveyors***

11 The Contractor shall be responsible for reestablishing or locating legal survey markers  
12 such as GLO monuments or property corner monuments, conduct boundary surveys to  
13 determine Contracting Agency right-of-way locations, and obtain, review and analyze  
14 deeds and records as necessary to determine these boundaries. The Contracting  
15 Agency will provide “rights of entry” as needed by the Contractor to perform the work.

16  
17 The Contractor shall brush out or clear and stake or mark the right-of-way lines as  
18 designated by the Engineer.

19  
20 The Contractor shall inform the Engineer when monuments are discovered that were  
21 not identified in the Plans and construction activity may disturb or damage the  
22 monuments. All monuments noted on the plans “DO NOT DISTURB” shall be protected  
23 throughout the length of the project or be replaced at Contractors expense.

24  
25 When required, the Contractor shall prepare and file a Record of Survey map in  
26 accordance with RCW 58.09 and provide a recorded copy to the Contracting Agency.  
27 The Contracting Agency will provide all existing base maps, existing horizontal and  
28 vertical control, and other material available with Washington State Plane Coordinate  
29 information to the Contractor. The Contracting Agency will also provide maps, plan  
30 sheets, and/or aerial photographs clearly identifying the limits of the areas to be  
31 surveyed. The Contractor shall establish Washington State Plane Coordinates on all  
32 points required in the Record of Survey and other points designated in the Contract  
33 documents.

34  
35 Existing right of way documentation, existing base maps, existing horizontal and vertical  
36 control descriptions, maps, plan sheets, aerial photographs and all other available  
37 material may be viewed by prospective bidders at the office of the Project Engineer.

38  
39 The Contractor shall perform all of the necessary calculations for the contracted survey  
40 work and shall provide copies of these calculations to the Contracting Agency.  
41 Electronic files of all survey data shall be provided and in a format acceptable to the  
42 Contracting Agency.

43  
44 All survey work performed by the Contractor shall conform to all applicable sections of  
45 the Revised Code of Washington and the Washington Administrative Code.

46  
47 The Contractor shall provide all traffic control, signing, and temporary traffic control  
48 devices in order to provide a safe work zone.

49  
50 ***Payment***

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

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"Roadway Surveying", lump sum.

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

Payment will be made in accordance with Section 1-09.6 for the following bid item when included in the proposal:

"Licensed Surveying", Force Account.

For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount for the item "Licensed Surveying" in the bid proposal to become a part of the total bid by the Contractor.

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

**Utilities**

When requested by the Engineer, Contractor shall pothole to determine the depth of underground facilities within 3 working days. Potholing shall be paid for as force account by "Utility Potholing."

When requested by the Engineer, Contractor shall make changes to the plans and/or specifications to avoid conflicts with existing utilities. These changes shall be paid for as force account by "Utility Conflicts."

Payment will be made in accordance with Section 1-09.6 for the following bid items when included in the proposal:

"Utility Potholing", force account.

"Utility Conflicts", force account.

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

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

1 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and  
2 remedying defective or unauthorized work, or work the Contractor failed or refused to  
3 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from  
4 monies due, or to become due, the Contractor. Such direct and indirect costs shall  
5 include in particular, but without limitation, compensation for additional professional  
6 services required, and costs for repair and replacement of work of others destroyed or  
7 damaged by correction, removal, or replacement of the Contractor's unauthorized work.

8  
9 No adjustment in contract time or compensation will be allowed because of the delay in  
10 the performance of the work attributable to the exercise of the Contracting Agency's  
11 rights provided by this Section.

12  
13 The rights exercised under the provisions of this section shall not diminish the  
14 Contracting Agency's right to pursue any other avenue for additional remedy or damages  
15 with respect to the Contractor's failure to perform the work as required.

16  
17 **1-05.11 Final Inspection**

18  
19 Delete this section and replace it with the following:

20  
21 **1-05.11 Final Inspections and Operational Testing**  
22 (October 1, 2005 APWA GSP)

23  
24 **1-05.11(1) Substantial Completion Date**

25  
26 When the Contractor considers the work to be substantially complete, the Contractor  
27 shall so notify the Engineer and request the Engineer establish the Substantial  
28 Completion Date. The Contractor's request shall list the specific items of work that  
29 remain to be completed in order to reach physical completion. The Engineer will  
30 schedule an inspection of the work with the Contractor to determine the status of  
31 completion. The Engineer may also establish the Substantial Completion Date  
32 unilaterally.

33  
34 If, after this inspection, the Engineer concurs with the Contractor that the work is  
35 substantially complete and ready for its intended use, the Engineer, by written notice to  
36 the Contractor, will set the Substantial Completion Date. If, after this inspection the  
37 Engineer does not consider the work substantially complete and ready for its intended  
38 use, the Engineer will, by written notice, so notify the Contractor giving the reasons  
39 therefore.

40  
41 Upon receipt of written notice concurring in or denying substantial completion, whichever  
42 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized  
43 interruption, the work necessary to reach Substantial and Physical Completion. The  
44 Contractor shall provide the Engineer with a revised schedule indicating when the  
45 Contractor expects to reach substantial and physical completion of the work.

46  
47 The above process shall be repeated until the Engineer establishes the Substantial  
48 Completion Date and the Contractor considers the work physically complete and ready  
49 for final inspection.

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

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

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

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

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

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

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

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

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

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**1-05.13 Superintendents, Labor and Equipment of Contractor**  
(March 25, 2009 APWA GSP)

Revise the seventh paragraph to read:

Whenever the Contracting Agency evaluates the Contractor's qualifications pursuant to Section 1-02.14, it will take these performance reports into account.

**Cooperation With Other Contractors**

Section 1-05.14 is supplemented with the following:

(March 13, 1995)

***Other Contracts Or Other Work***

It is anticipated that the following work adjacent to or within the limits of this project will be performed by others during the course of this project and will require coordination of the work:

<u>Utility</u>	<u>Work</u>
Snohomish PUD	Relocate poles and overhead wires
Frontier Communications	Relocate wires on PUD poles
AT&T	Relocate underground duct

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

The Contractor shall provide access to all existing manholes, catch basins, and other utility structures for cleaning by the City.

**1-05.15 Method of Serving Notices**

Replace Section 1-05.15 in its entirety with the following:

(March 13, 2012 COA GSP)

Any written notice or correspondence from the Project Engineer or Contractor required under these Specifications may be served via the following methods:

- In person
- Postal mail
- Courier
- Express mail
- Fax
- Email
- Other electronic methods as approved by Project Engineer

If served via email, correspondence or notices normally included as part of a form or letter shall be sent as an attachment. Transcribing information into the body of an email will not constitute such notice and will not comply with the requirements of the Contract.

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Add the following new section:

**1-05.16 Water and Power**  
(October 1, 2005 APWA GSP)

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

Add the following new section:

**1-05.17 Oral Agreements**  
(October 1, 2005 AWPA GSP)

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

**CONTROL OF MATERIAL**

Section 1-06 is supplemented with the following:

***Buy America***

(August 6, 2012)

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

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

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

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

1 Manufacturing begins with the initial melting and mixing, and continues through the  
2 coating stage. Any process which modifies the chemical content, the physical size or  
3 shape, or the final finish is considered a manufacturing process. The processes include  
4 rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The action  
5 of applying a coating to steel or iron is deemed a manufacturing process. Coating  
6 includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that  
7 protects or enhances the value of steel or iron. Any process from the original reduction  
8 from ore to the finished product constitutes a manufacturing process for iron.  
9

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

13  
14 The following are considered to be steel manufacturing processes:

- 15  
16 1. Production of steel by any of the following processes:  
17  
18 a. Open hearth furnace.  
19  
20 b. Basic oxygen.  
21  
22 c. Electric furnace.  
23  
24 d. Direct reduction.  
25  
26 2. Rolling, heat treating, and any other similar processing.  
27  
28 3. Fabrication of the products.  
29  
30 a. Spinning wire into cable or strand.  
31  
32 b. Corrugating and rolling into culverts.  
33  
34 c. Shop fabrication.  
35

36 A certification of materials origin will be required for any items comprised of, or  
37 containing, steel or iron construction materials prior to such items being incorporated  
38 into the permanent work. The certification shall be on DOT Form 350-109EF provided  
39 by the Engineer, or such other form the Contractor chooses, provided it contains the  
40 same information as DOT Form 350-109EF.  
41

## 42 **LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

43  
44 Section 1-07 is supplemented with the following:

45  
46 (February 25, 2011 COA GSP)

### 47 **Ownership of Documents**

48  
49 On payment to the Contractor by the City of all compensation due under this Agreement all  
50 finished or unfinished documents and material prepared by the Contractor with funds  
51 provided by this Agreement shall become the property of the City and shall be forwarded to  
52 the City at its request.

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**1-07.1 Laws to be Observed**  
(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

***(April 3, 2006)***  
***Confined Space***

Confined spaces are known to exist at the following locations:

- Underground utilities, including manholes, catch basins, and vaults
- Underground culverts

The Contractor shall be fully responsible for the safety and health of all on-site workers and compliant with Washington Administrative Code (WAC 296-809).

The Contractor shall prepare and implement a confined space program for each of the confined spaces identified above. The Contractor's Confined Space program shall be sent to the contracting agency at least 30 days prior to the Contractor beginning work in or adjacent to the confined space. No work shall be performed in or adjacent to the confined space until the plan is submitted to the Engineer as required. The Contractor shall communicate with the Project Engineer to ensure a coordinated effort for providing and maintaining a safe worksite for both the Contracting Agency's and Contractor's workers when working in or near a confined space.

All costs to prepare and implement the confined space program shall be included in the bid prices for the various items associated with the confined space work.



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**1-07.2 State Taxes**

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

**1-07.2 State Sales Tax**  
(June 27, 2011 APWA GSP)

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

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

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

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

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

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

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

1 For work performed in such cases, the Contractor shall collect from the Contracting  
2 Agency, retail sales tax on the full contract price. The Contracting Agency will  
3 automatically add this sales tax to each payment to the Contractor. For this reason, the  
4 Contractor shall not include the retail sales tax in the unit bid item prices, or in any other  
5 contract amount subject to Rule 170, with the following exception.  
6

7 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor  
8 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or  
9 consumable supplies not integrated into the project. Such sales taxes shall be included  
10 in the unit bid item prices or in any other contract amount.  
11

### 12 **1-07.2(3) Services**

13  
14 The Contractor shall not collect retail sales tax from the Contracting Agency on any  
15 contract wholly for professional or other services (as defined in Washington State  
16 Department of Revenue Rules 138 and 244).  
17

18 The third paragraph of Section 1-07.2 is revised to read:  
19

20 (June 27, 2011)

21 The Contracting Agency will release the Contract Bond only if the Contractor has  
22 obtained from the State Department of Revenue a certificate showing that all Contract-  
23 related taxes have been paid.  
24

### 25 **Environmental Regulations**

26  
27 Section 1-07.5 is supplemented with the following:  
28

29 (September 20, 2010)

#### 30 ***Environmental Commitments***

31 The following Provisions summarize the requirements, in addition to those required  
32 elsewhere in the Contract, imposed upon the Contracting Agency by the various  
33 documents referenced in the Special Provision PERMITS AND LICENSES. Throughout  
34 the work, the Contractor shall comply with the following requirements:  
35

36 (August 3, 2009)

37 Materials placed below OHW or MHHW may not consist of trash, debris, car  
38 bodies, asphalt, or other potentially contaminating materials.  
39

40 (August 3, 2009)

41 Any temporary fills placed below OHW or within wetlands must be removed in their  
42 entirety and the affected areas returned to their preexisting elevation.  
43

44 (August 3, 2009)

45 The Contractor shall notify the Engineer a minimum of 14 calendar days prior to  
46 commencing any work in environmentally sensitive areas, mitigation areas, and  
47 wetland buffers. Installation of construction fencing is excluded from this notice  
48 requirement. At the time of notification, the Contractor shall submit a work plan for  
49 review and approval detailing how the work will be performed. Plan detail must be  
50 sufficient to verify that work is in conformance with all contract provisions.  
51

52 (August 3, 2009)

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

3  
4 (August 3, 2009)

5 **Payment**

6 All costs to comply with this special provision for the environmental commitments and  
7 requirements are incidental to the contract and are the responsibility of the Contractor.  
8 The Contractor shall include all related costs in the associated bid prices of the contract.  
9

10 **Permits And Licenses**

11  
12 Section 1-07.6 is supplemented with the following:

13  
14 (September 20, 2010)

15 The Contracting Agency has obtained the below-listed permit(s) for this project. A copy  
16 of the permit(s) is attached as an appendix for informational purposes. All contacts with  
17 the permitting agency concerning the below-listed permit(s) shall be through the  
18 Engineer. The Contractor shall obtain additional permits as necessary. All costs to  
19 obtain and comply with additional permits shall be included in the applicable bid items  
20 for the work involved. Copies of these permits are required to be onsite at all times.  
21

22 \*\*\*

NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.
Department of the Army Section 404 Nationwide 23	Corps of Engineers Seattle District	NWS-2009-1202
ESA Section 7 Letter of Concurrence	U.S. Fish and Wildlife Service/National Marine Fisheries Service	• USFWS Ref. No. 13410- 2011-I-0140 • NMFS Reference No. 2011/00325
Hydraulic Project Approval	Department of Fish & Wildlife	123904-2

23

24

25 **Load Limits**

26

27 **General**

28

29 Section 1-07.7(1) is supplemented with the following:

30

31 (March 13, 1995)

32 If the sources of materials provided by the Contractor necessitates hauling over roads  
33 other than State Highways, the Contractor shall, at the Contractor's expense, make all  
34 arrangements for the use of the haul routes.  
35

36 **Wages**

37

38 **General**

39

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

41

1 (January 10, 2012)  
2 The Federal wage rates incorporated in this contract have been established by the  
3 Secretary of Labor under United States Department of Labor General Decision No.  
4 WA120001.

5  
6 The State rates incorporated in this contract are applicable to all construction  
7 activities associated with this contract.

8  
9 (April 2, 2007)

10 **Application of Wage Rates For The Occupation Of Landscape Construction**  
11 State prevailing wage rates for public works contracts are included in this contract  
12 and show a separate listing for the occupation:

13  
14 Landscape Construction, which includes several different occupation  
15 descriptions such as: Irrigation and Landscape Plumbers, Irrigation and  
16 Landscape Power Equipment Operators, and Landscaping or Planting  
17 Laborers.

18  
19 In addition, federal wage rates that are included in this contract may also include  
20 occupation descriptions in Federal Occupational groups for work also specifically  
21 identified with landscaping such as:

22  
23 Laborers with the occupation description, Landscaping or Planting, or

24  
25 Power Equipment Operators with the occupation description, Mulch Seeding  
26 Operator.

27  
28 If Federal wage rates include one or more rates specified as applicable to  
29 landscaping work, then Federal wage rates for all occupation descriptions, specific  
30 or general, must be considered and compared with corresponding State wage  
31 rates. The higher wage rate, either State or Federal, becomes the minimum wage  
32 rate for the work performed in that occupation.

33  
34 Contractors are responsible for determining the appropriate crafts necessary to  
35 perform the contract work. If a classification considered necessary for performance  
36 of the work is missing from the Federal Wage Determination applicable to the  
37 contract, the Contractor shall initiate a request for approval of a proposed wage and  
38 benefit rate. The Contractor shall prepare and submit Standard Form 1444,  
39 Request for Authorization of Additional Classification and Wage Rate available at  
40 <http://www.wdol.gov/docs/sf1444.pdf>, and submit the completed form to the Project  
41 Engineer's office. The presence of a classification wage on the Washington State  
42 Prevailing Wage Rates For Public Works Contracts does not exempt the use of  
43 form 1444 for the purpose of determining a federal classification wage rate.

44  
45 **1-07.9(5) Required Documents**

46 (January 24, 2011 APWA GSP)

47  
48 Supplement this section with the following:

49  
50 The Contractor or subcontractor directly contracting for "Off-Site, Prefabricated, Non-  
51 Standard, Project Specific Items" as defined below shall identify and report information  
52 required on the addendum to the "Affidavit of Wages Paid" form filed with the

1 Department of Labor and Industries [form F700-164-000]. The Contractor shall include  
2 language in its subcontracts requiring subcontractors and lower-tier subcontractors to  
3 comply with the reporting requirements for "Off-Site, Prefabricated, Non-Standard,  
4 Project Specific Item" on the Affidavit of Wages Paid form addendum.

5  
6 The reporting requirement for Items shall apply for all public works contracts estimated to  
7 cost over \$1 million entered into by the Contracting Agency and Contractor between  
8 September 1, 2010 through December 31, 2013.

9  
10 "Off-site, prefabricated, nonstandard, project specific items" means products or items  
11 that are:

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

19  
20 The Contractor or subcontractor shall comply with the reporting requirements and  
21 instructions on the Affidavit of Wages Paid form, and shall report the following  
22 information on the Affidavit of Wages Paid form submitted to the Department of Labor  
23 and Industries in order to comply with the reporting requirements for use of "Off-Site,  
24 Prefabricated, Non-Standard, Project Specific" items:

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

31  
32 The Contracting Agency may direct the Contractor, at no additional cost to the  
33 Contracting Agency, to remove and substitute any subcontractor(s) found to be  
34 out of compliance with the "Off-Site Prefabricated Non-Standard Project Specific  
35 Items" reporting requirements more than one time as determined by the  
36 Department of Labor and Industries.

37

### 38 **Requirements For Nondiscrimination**

39

40 Section 1-07.11 is supplemented with the following:

41

42 (January 3, 2011)

43 Requirement For Affirmative Action to Ensure Equal Employment Opportunity  
44 (Executive Order 11246)

45

- 46 1. The Contractor's attention is called to the Equal Opportunity Clause and the  
47 Standard Federal Equal Employment Opportunity Construction Contract  
48 Specifications set forth herein.

49

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

<u>Women - Statewide</u>		
<u>Timetable</u>		<u>Goal</u>
Until further notice		6.9%
<u>Minorities - by Standard Metropolitan Statistical Area (SMSA)</u>		
Spokane, WA:		
SMSA Counties:		
Spokane, WA		2.8
WA Spokane.		
Non-SMSA Counties		
WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln, WA Pend Oreille; WA Stevens; WA Whitman.		3.0
Richland, WA		
SMSA Counties:		
Richland Kennewick, WA		5.4
WA Benton; WA Franklin.		
Non-SMSA Counties		
WA Walla Walla.		3.6
Yakima, WA:		
SMSA Counties:		
Yakima, WA		9.7
WA Yakima.		
Non-SMSA Counties		
WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.		7.2
Seattle, WA:		
SMSA Counties:		
Seattle Everett, WA		7.2
WA King; WA Snohomish.		
Tacoma, WA		6.2
WA Pierce.		
Non-SMSA Counties		
WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston; WA Whatcom.		6.1
Portland, OR:		
SMSA Counties:		
Portland, OR-WA		4.5
WA Clark.		
Non-SMSA Counties		
WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.		3.8

1 These goals are applicable to each nonexempt Contractor's total on-site  
2 construction workforce, regardless of whether or not part of that workforce is  
3 performing work on a Federal, or federally assisted project, contract, or subcontract  
4 until further notice. Compliance with these goals and time tables is enforced by the  
5 Office of Federal Contract compliance Programs.  
6

7 The Contractor's compliance with the Executive Order and the regulations in 41  
8 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity  
9 Clause, specific affirmative action obligations required by the specifications set  
10 forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority  
11 and female employment and training must be substantially uniform throughout the  
12 length of the contract, in each construction craft and in each trade, and the  
13 Contractor shall make a good faith effort to employ minorities and women evenly on  
14 each of its projects. The transfer of minority or female employees or trainees from  
15 Contractor to Contractor or from project to project for the sole purpose of meeting  
16 the Contractor's goal shall be a violation of the contract, the Executive Order and  
17 the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured  
18 against the total work hours performed.  
19

20 3. The Contractor shall provide written notification to the Office of Federal Contract  
21 Compliance Programs (OFCCP) within 10 working days of award of any  
22 construction subcontract in excess of \$10,000 or more that are Federally funded, at  
23 any tier for construction work under the contract resulting from this solicitation. The  
24 notification shall list the name, address and telephone number of the  
25 Subcontractor; employer identification number of the Subcontractor; estimated  
26 dollar amount of the subcontract; estimated starting and completion dates of the  
27 subcontract; and the geographical area in which the contract is to be performed.  
28 The notification shall be sent to:

29  
30 District Director  
31 U.S. Department of Labor  
32 Office of Federal Contract Compliance Programs  
33 Seattle District Office  
34 1111 Third Avenue, Suite 745  
35 Seattle, WA 98101-3212  
36

37 Additional information may be found at the U.S. Department of Labor website:  
38 <http://www.dol.gov/ofccp/TAguides/ctaguide.htm>  
39

40 4. As used in this Notice, and in the contract resulting from this solicitation, the  
41 Covered Area is as designated herein.  
42

43 Standard Federal Equal Employment Opportunity Construction Contract Specifications  
44 (Executive Order 11246)  
45

46 1. As used in these specifications:  
47  
48 a. Covered Area means the geographical area described in the solicitation  
49 from which this contract resulted;  
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- b. Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. Employer Identification Number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
- d. Minority includes:
  - (1) Black, a person having origins in any of the Black Racial Groups of Africa.
  - (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish origin.
  - (3) Asian or Pacific Islander, a person having origins in any of the original peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and Samoa.
  - (4) American Indian or Alaskan Native, a person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith effort to achieve the Plan goals and timetables.
- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors



- 1 performing construction work in geographical areas where they do not have a  
2 Federal or federally assisted construction contract shall apply the minority and  
3 female goals established for the geographical area where the work is being  
4 performed. The Contractor is expected to make substantially uniform progress in  
5 meeting its goals in each craft during the period specified.  
6
- 7 5. Neither the provisions of any collective bargaining agreement, nor the failure by a  
8 union with whom the Contractor has a collective bargaining agreement, to refer  
9 either minorities or women shall excuse the Contractor's obligations under these  
10 specifications, Executive Order 11246, or the regulations promulgated pursuant  
11 thereto.  
12
- 13 6. In order for the nonworking training hours of apprentices and trainees to be counted  
14 in meeting the goals, such apprentices and trainees must be employed by the  
15 Contractor during the training period, and the Contractor must have made a  
16 commitment to employ the apprentices and trainees at the completion of their  
17 training, subject to the availability of employment opportunities. Trainees must be  
18 trained pursuant to training programs approved by the U.S. Department of Labor.  
19
- 20 7. The Contractor shall take specific affirmative actions to ensure equal employment  
21 opportunity. The evaluation of the Contractor's compliance with these  
22 specifications shall be based upon its effort to achieve maximum results from its  
23 action. The Contractor shall document these efforts fully, and shall implement  
24 affirmative action steps at least as extensive as the following:  
25
- 26 a. Ensure and maintain a working environment free of harassment,  
27 intimidation, and coercion at all sites, and in all facilities at which the  
28 Contractor's employees are assigned to work. The Contractor, where  
29 possible, will assign two or more women to each construction project. The  
30 Contractor shall specifically ensure that all foremen, superintendents, and  
31 other on-site supervisory personnel are aware of and carry out the  
32 Contractor's obligation to maintain such a working environment, with  
33 specific attention to minority or female individuals working at such sites or  
34 in such facilities.  
35
- 36 b. Establish and maintain a current list of minority and female recruitment  
37 sources, provide written notification to minority and female recruitment  
38 sources and to community organizations when the Contractor or its unions  
39 have employment opportunities available, and maintain a record of the  
40 organizations' responses.  
41
- 42 c. Maintain a current file of the names, addresses and telephone numbers of  
43 each minority and female off-the-street applicant and minority or female  
44 referral from a union, a recruitment source or community organization and  
45 of what action was taken with respect to each such individual. If such  
46 individual was sent to the union hiring hall for referral and was not referred  
47 back to the Contractor by the union or, if referred, not employed by the  
48 Contractor, this shall be documented in the file with the reason therefore,  
49 along with whatever additional actions the Contractor may have taken.  
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- 51 d. Provide immediate written notification to the Director when the union or  
52 unions with which the Contractor has a collective bargaining agreement

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has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school,

- 1 summer and vacation employment to minority and female youth both on  
2 the site and in other areas of a Contractor's work force.  
3  
4 k. Validate all tests and other selection requirements where there is an  
5 obligation to do so under 41 CFR Part 60-3.  
6  
7 l. Conduct, at least annually, an inventory and evaluation of all minority and  
8 female personnel for promotional opportunities and encourage these  
9 employees to seek or to prepare for, through appropriate training, etc.,  
10 such opportunities.  
11  
12 m. Ensure that seniority practices, job classifications, work assignments and  
13 other personnel practices, do not have a discriminatory effect by  
14 continually monitoring all personnel and employment related activities to  
15 ensure that the EEO policy and the Contractor's obligations under these  
16 specifications are being carried out.  
17  
18 n. Ensure that all facilities and company activities are nonsegregated except  
19 that separate or single-user toilet and necessary changing facilities shall  
20 be provided to assure privacy between the sexes.  
21  
22 o. Document and maintain a record of all solicitations of offers for  
23 subcontracts from minority and female construction contractors and  
24 suppliers, including circulation of solicitations to minority and female  
25 contractor associations and other business associations.  
26  
27 p. Conduct a review, at least annually, of all supervisors' adherence to and  
28 performance under the Contractor's EEO policies and affirmative action  
29 obligations.  
30  
31 8. Contractors are encouraged to participate in voluntary associations which assist in  
32 fulfilling one or more of their affirmative action obligations (7a through 7p). The  
33 efforts of a contractor association, joint contractor-union, contractor-community, or  
34 other similar group of which the Contractor is a member and participant, may be  
35 asserted as fulfilling any one or more of the obligations under 7a through 7p of this  
36 Special Provision provided that the Contractor actively participates in the group,  
37 makes every effort to assure that the group has a positive impact on the  
38 employment of minorities and women in the industry, ensure that the concrete  
39 benefits of the program are reflected in the Contractor's minority and female work-  
40 force participation, makes a good faith effort to meet its individual goals and  
41 timetables, and can provide access to documentation which demonstrate the  
42 effectiveness of actions taken on behalf of the Contractor. The obligation to  
43 comply, however, is the Contractor's and failure of such a group to fulfill an  
44 obligation shall not be a defense for the Contractor's noncompliance.  
45  
46 9. A single goal for minorities and a separate single goal for women have been  
47 established. The Contractor, however, is required to provide equal employment  
48 opportunity and to take affirmative action for all minority groups, both male and  
49 female, and all women, both minority and non-minority. Consequently, the  
50 Contractor may be in violation of the Executive Order if a particular group is  
51 employed in substantially disparate manner (for example, even though the  
52 Contractor has achieved its goals for women generally, the Contractor may be in

- 1 violation of the Executive Order if a specific minority group of women is  
2 underutilized).
- 3
- 4 10. The Contractor shall not use the goals and timetables or affirmative action  
5 standards to discriminate against any person because of race, color, religion, sex,  
6 or national origin.
- 7
- 8 11. The Contractor shall not enter into any subcontract with any person or firm  
9 debarred from Government contracts pursuant to Executive Order 11246.
- 10
- 11 12. The Contractor shall carry out such sanctions and penalties for violation of these  
12 specifications and of the Equal Opportunity Clause, including suspensions,  
13 terminations and cancellations of existing subcontracts as may be imposed or  
14 ordered pursuant to Executive Order 11246, as amended, and its implementing  
15 regulations by the Office of Federal Contract Compliance Programs. Any  
16 Contractor who fails to carry out such sanctions and penalties shall be in violation  
17 of these specifications and Executive Order 11246, as amended.
- 18
- 19 13. The Contractor, in fulfilling its obligations under these specifications, shall  
20 implement specific affirmative action steps, at least as extensive as those  
21 standards prescribed in paragraph 7 of this Special Provision, so as to achieve  
22 maximum results from its efforts to ensure equal employment opportunity. If the  
23 Contractor fails to comply with the requirements of the Executive Order, the  
24 implementing regulations, or these specifications, the Director shall proceed in  
25 accordance with 41 CFR 60-4.8.
- 26
- 27 14. The Contractor shall designate a responsible official to monitor all employment  
28 related activity to ensure that the company EEO policy is being carried out, to  
29 submit reports relating to the provisions hereof as may be required by the  
30 government and to keep records. Records shall at least include, for each  
31 employee, their name, address, telephone numbers, construction trade, union  
32 affiliation if any, employee identification number when assigned, social security  
33 number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer),  
34 dates of changes in status, hours worked per week in the indicated trade, rate of  
35 pay, and locations at which the work was performed. Records shall be maintained  
36 in an easily understandable and retrievable form; however, to the degree that  
37 existing records satisfy this requirement, the Contractors will not be required to  
38 maintain separate records.
- 39
- 40 15. Nothing herein provided shall be construed as a limitation upon the application of  
41 other laws which establish different standards of compliance or upon the  
42 application of requirements for the hiring of local or other area residents (e.g., those  
43 under the Public Works Employment Act of 1977 and the Community Development  
44 Block Grant Program).
- 45
- 46 16. Additional assistance for Federal Construction Contractors on contracts  
47 administered by Washington State Department of Transportation or by Local  
48 Agencies may be found at:

49  
50 Washington State Dept. of Transportation  
51 Office of Equal Opportunity  
52 PO Box 47314

1 310 Maple Park Ave. SE  
2 Olympia WA  
3 98504-7314  
4 Ph: 360-705-7090  
5 Fax: 360-705-6801  
6 <http://www.wsdot.wa.gov/equalopportunity/default.htm>  
7

8 **(May 7, 2012)**

9 ***Disadvantaged Business Enterprise Condition of Award Participation***

10 The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 apply  
11 to this Contract. Demonstrating compliance with these specifications is a Condition of  
12 Award (COA) of this Contract. Failure to comply with the requirements of this  
13 specification may result in your bid being found to be nonresponsive and may be  
14 rejected.

15  
16 **DBE COA Goal**

17 The Contracting Agency has established a COA Contract goal in the amount of:  
18 14%.

19  
20 **DBE Eligibility/Selection of DBEs**

21 A Directory of Certified DBE Firms denoting the Description of Work the DBE  
22 Contractors are certified to perform is available at:

23  
24 [www.omwbe.wa.gov/certification/index.shtml](http://www.omwbe.wa.gov/certification/index.shtml).

25  
26 The directory provides plain language on the Description of Work that the listed  
27 DBE's have been certified by the Office of Minority and Women's Business  
28 Enterprises (OMWBE) to perform. The Bidder shall use the Directory of  
29 Certified DBE Firms to confirm if a DBE is certified for the "Description of  
30 Work" the Bidder lists on the DBE Utilization Certification form # 272-056 EF  
31 (see form instructions) and therefore qualifies for credit towards the COA goal.  
32

33 **Crediting DBE Participation**

34 **Joint Venture**

35 When a DBE performs as a participant in a joint venture, only that portion of  
36 the total dollar value of the Contract equal to the distinct, clearly defined  
37 portion of the Work that the DBE performs with its own forces shall be credited.  
38

39 **DBE Prime Contractor**

40 A DBE Prime Contractor may only take credit for that portion of the total dollar  
41 value of the Contract equal to the distinct, clearly defined portion of the Work  
42 that the DBE Prime performs with its own forces.  
43

44 **DBE Subcontractor**

45 When a DBE firm participates as a Subcontractor only that portion of the total  
46 dollar value of the Contract equal to the distinct, clearly defined portion of the  
47 Work that the DBE performs with its own forces shall be credited.  
48

- 49 • Include the cost of supplies and materials obtained by the DBE for the  
50 Work in the Contract including supplies purchased or equipment leased  
51 by the DBE.  
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- However, you may not take credit for supplies, materials, and equipment the DBE Subcontractor purchases or leases from the Prime Contractor or its affiliate. In addition, Work performed by a DBE, utilizing resources of the Prime Contractor or its affiliates shall not be credited.
- In very rare situations, a DBE firm may utilize equipment and/or personnel from a non-DBE firm other than the Prime Contractor or its affiliates. Should this situation arise the arrangement must be short-term and have prior written approval from the Office of Equal Opportunity (OEO).
- Count the entire value of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, managerial services, or for providing bonds or insurance.
- When a DBE subcontracts to another firm, the value of the subcontracted Work may be counted as participation only if the DBE's lower tier Subcontractor is also a DBE. Work that a DBE subcontracts to a non-DBE firm shall not be credited.
- When non-DBE Subcontractor further subcontracts to a lower-tier Subcontractor or supplier who is a certified DBE, then that portion of the Work further subcontracted may be credited as DBE participation, provided it is a distinct clearly defined portion of the Work that the DBE is certified to perform and the DBE Subcontractor performs the Work with its own forces.
- If a firm is not certified as a DBE at the time of the execution of the contract, their participation cannot be counted toward any DBE goals.

### **Trucking**

Use the following factors in determining DBE credit and whether a DBE trucking company is performing a commercially useful function:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which credit is being claimed.
2. The DBE must itself own and, with its own workforce, operate at least one fully licensed, insured, and operational truck used on the Contract.
3. The DBE receives credit only for the value of the transportation services it provides on the Contract using trucks it owns or leases, licenses, insures, and operates with drivers it employs. For purposes of this requirement a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others provided it is with the consent of the DBE and the lease provides the DBE first priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

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4. The DBE may lease trucks from another DBE firm including an owner-operator provided they are certified as a DBE for trucking. The DBE who leases trucks from another DBE may claim participation for the total value of the transportation services the lessee DBE provides on the Contract.
5. The DBE may also lease trucks from a non-DBE firm and may enter into an agreement with an owner-operator who is a non-DBE. The DBE shall only receive credit for the number of additional non-DBE trucks equal or less than the number of DBE trucks the firms owns or has leased/subcontracted through another DBE trucking company. The DBE must control the work of the non-DBE trucks. If the non-DBE is performing the work without supervision of that work by the DBE, the DBE is not performing a Commercially Useful Function (CUF).
6. In any lease or owner-operator situation, as described in requirement #4 and #5 above, the following rules shall apply:
  - a. A written lease/rental agreement is required for all trucks leased or rented; documenting the ownership and the terms of the agreement. The agreements must be submitted and approved by the Contracting Agency prior to the beginning of the Work. The agreement must show the leaser's name, truck description and agreed upon amount and method of payment (hour, ton, or per load). All lease agreements shall be for a long-term relationship, rather than for the individual project. (This requirement does not apply to owner-operator arrangements.)
  - b. Only the vehicle, (not the operator) may be leased or rented. (This requirement does not apply to owner-operator arrangements).
7. Credit may only be claimed for DBE trucking firms operating under a subcontract or a written agreement approved by the Contracting Agency prior to performing Work.

**Expenditures paid to other DBEs**

Expenditures paid to other DBEs for materials or supplies may be counted toward DBE goals as provided in the following:

**Manufacturer**

You may claim DBE credit for 100 percent of value of the materials or supplies obtained from a DBE manufacturer.

A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract. A manufacturer shall include firms that produce finished goods or products from raw or unfinished material or that purchases and substantially alters goods and

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materials to make them suitable for construction use before reselling them.

In order to receive credit as a DBE Manufacturer, the firm must be certified by OMWBE as a manufacturer in a NAICS code that falls within the 31XXXX to 33XXXX classification.

**Regular Dealer**

You may claim credit for 60 percent of the value of the materials or supplies purchased from a DBE regular dealer. Rules applicable to regular dealer status are contained in 49 CFR Part 26.55.e.2.

To be considered a regular dealer you must meet the following criteria:

- WSDOT considers and recognizes a regular dealer, as a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the Contract and described by the specifications of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business.
- Sixty percent (60%) of the cost of materials or supplies purchased from an approved regular dealer may be credited as DBE participation.

Regular dealer status is granted on a contract-by-contract basis. A firm wishing to be approved as a regular dealer for WSDOT contracted projects or Highways & Local Program administered projects must submit a request in writing to OEO for approval, no later than seven days prior to bid opening.

Once the OEO has received the request, an onsite review will be set up with the firm and a review conducted to determine the firm's qualifications. If it is determined that the firm qualifies as a regular dealer the OEO will list the firm on an Approved Regular Dealers List. The list may be accessed through the OEO Home website is at:

[www.wsdot.wa.gov/equalopportunity](http://www.wsdot.wa.gov/equalopportunity).

Note: Requests to be listed as a regular dealer will only be processed if the requesting firm is certified by the Office of Minority and Women's Business Enterprises in a NAICS code that fall within the 42XXXX NAICS Wholesale code section.

**Materials or Supplies Purchased from a DBE**

With regard to materials or supplies purchased from a DBE who is neither a manufacturer nor a regular dealer you may claim credit for the following:

1. Fees or commissions charged for assistance in the procurement of the materials and supplies.



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2. Fees or transportation charges for the delivery of materials or supplies.

In either case you may not take credit for any part of the cost of the materials and supplies.

**Commercially Useful Function (CUF)**

The Prime Contractor has a responsibility and must treat the working relationship with the DBE such that the DBE is performing a commercially useful function. The Prime Contractor may only take credit for Work performed by a DBE that is determined to be performing a commercially useful function.

- A DBE performs a commercially useful function when it is responsible for execution of a distinct element of Work and is carrying out its responsibilities by performing, managing and supervising the Work involved. The DBE must also be responsible with respect to materials and supplies used on the Contract. For example; negotiating price, determining quality, determining quantities, ordering, installing (if applicable) and paying for the material itself.
- A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed.

**Joint Checking Allowance**

Prime Contractors and DBEs must receive pre-approval by the OEO before using a joint check. Joint check requests shall be submitted by the Prime Contractor to the Contracting Agency for approval.

When requesting approval for use of a joint checking allowance, the Contractor must distribute a written joint check agreement among the parties (including the suppliers involved) providing full and prompt disclosure of the expected use of the joint checks. The agreement shall contain all the information concerning the parties' obligations and consequences or remedies if the agreement is not fulfilled or a breach occurs. The joint check request shall be submitted to the Contracting Agency for approval prior to signing the contract agreement.

The following are some general conditions that must be met by all parties regarding joint check use:

- a. It is understood that the Prime Contractor acts solely as the guarantor of a joint check.
- b. The DBE's own funds are used to pay supplier of materials. The Prime Contractor does not make direct payment to supplier. In order to be performing a Commercially Useful Function (CUF), the DBE must release the check to the supplier (paying for the materials it-self and not be an extra participant in a transaction).

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- c. If the Prime Contractor makes joint checks available to one DBE Subcontractor, the service must be made available to all Subcontractors (DBE and non-DBE).
- d. The relationship between the DBE and its suppliers should be established independently of and without interference by the Prime Contractor. The DBE has final decision-making responsibility concerning the procurement of materials and supplies, including which supplier to use.
- e. The Prime Contractor and DBE shall be able to provide receipts, invoices, cancelled checks and/or certification statements of payment if requested by the Contracting Agency.
- f. The DBE remains responsible for all other elements of 49 CFR 26.55(c)(1).

Failure by the Prime Contractor to request and receive prior approval of a joint check arrangement will result in the joint check amount not counting towards the Prime Contractor's DBE goal.

**Disadvantaged Business Enterprise Utilization Certification FORM # 272-056 EF**

To be eligible for award of the Contract, the Bidder shall properly complete and submit a Disadvantaged Business Enterprise Utilization Certification with the Bidder's sealed Bid Proposal, as specified Section 1-02.9 Delivery of Proposal. The Bidder's Disadvantaged Business Enterprise Utilization Certification must clearly demonstrate how the Bidder intends to meet the DBE COA goal. A Disadvantaged Business Enterprise Utilization Certification (form # 272-056 EF) is included in your Proposal package for this purpose as well as instructions on how to properly fill out the form.

In the event of arithmetic errors in completing the Disadvantaged Business Enterprise Utilization Certification the amount listed to be applied towards the goal for each DBE shall govern and the DBE total amount shall be adjusted accordingly.

Note: The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal submitted that does not contain a Disadvantaged Business Enterprise Utilization Certification that accurately demonstrates how the Bidder intends to meet the COA goal.

**Disadvantaged Business Enterprise (DBE) Written Confirmation Document(s) FORM # 422-031 EF**

The Bidder shall submit a complete and accurate Disadvantaged Business Enterprise (DBE) Written Confirmation Document for each DBE firm listed in the Bidder's completed Disadvantaged Business Enterprise Utilization Certification as submitted with the bid. Failure to do so will result in the associated participation being disallowed, which may result in bid rejection.

A Disadvantaged Business Enterprise (DBE) Written Confirmation Document (form No. 422-031 EF) is included in your Proposal package for this purpose.

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The form(s) shall be received as specified in the special provisions for Section 1-02.9 Delivery of Proposal.

It is prohibited for the Bidder to require a DBE to submit a Written Confirmation Document with any part of the form left blank. Should the Contracting Agency determine that a Written Confirmation Document was signed by a DBE that was not complete; the validity of the document comes into question and the associated DBE Participation may not receive credit.

**Selection of Successful Bidder/Good Faith Efforts (GFE)**

The successful Bidder shall be selected on the basis of having submitted the lowest responsive Bid, which demonstrates a good faith effort to achieve the DBE COA goal. Achieving the goal may be accomplished in one of two ways, as follows:

- 1. By meeting the goal  
The best indication of good faith efforts is to document, through submission of the Disadvantaged Business Enterprise Utilization Certification and supporting Disadvantaged Business Enterprise (DBE) Written Confirmation Document(s) that the Bidder has obtained enough DBE participation to meet or exceed the assigned DBE COA contract goal. That being the case no additional GFE documentation is required. Or;
- 2. By documentation that it made adequate GFE to meet the goal  
The Bidder may demonstrate a GFE in whole or part through GFE documentation ONLY IN THE EVENT a Bidder's efforts to solicit sufficient DBE participation have been unsuccessful. In this case, the Bidder must supply GFE documentation in addition to the Disadvantaged Business Enterprise Utilization Certification, and supporting Disadvantaged Business Enterprise (DBE) Written Confirmation document(s).

Note: In the case where the Bidder was awarded the contract based on demonstrating adequate GFE the advertised DBE goal will not be reduced to the Bidder's partial commitment. The Bidder shall demonstrate a GFE during the life of the Contract to attain the DBE Condition of Award (COA) Goal as assigned to the project.

**Good Faith Efforts (GFE) Documentation**

GFE documentation shall be received, as specified in the special provisions for Section 1-02.9 Delivery of Proposal.

Based upon all the relevant documentation submitted in Bid or as supplement to Bid, the Contracting Agency shall determine whether the Bidder has demonstrated a sufficient GFE to achieve DBE participation. The Contracting Agency will make a fair and reasonable judgment of whether a Bidder that did not meet the goal through participation, made adequate good faith efforts as demonstrated by the GFE documentation.

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The following is a list of types of actions, which would be considered as part of the Bidder's GFE to achieve DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

1. Attendance by the Bidder at any pre-solicitation or pre-Bid meetings that were scheduled by the Contracting Agency to inform DBEs of contracting and subcontracting or material supply opportunities available on the project;
2. Contacting local Tribes, Tribal Employment Rights Offices (TERO) concerning the subcontracting or supply opportunities in sufficient time to allow the enterprises to participate effectively;
3. Selection by the Bidder of specific economically feasible units of the project to be performed by DBEs in order to increase the likelihood of participation by DBEs even if the Bidder preferred to perform these Work items as the Prime Contractor;
4. Advertising by the Bidder in general circulation, trade association minority and trade oriented, women focus publications, concerning the subcontracting or supply opportunities;
5. Providing written notice from the Bidder to a reasonable number of specific DBEs, identified from the OMWBE Directory of Certified DBE Firms for the selected subcontracting or material supply Work, in sufficient time to allow the enterprises to participate effectively;
6. Follow-up by the Bidder of initial solicitations of interest by contacting the DBEs to determine with certainty whether they were interested. Documentation of this kind of action shall include the information outlined below:
  - a. The names, addresses, telephone numbers of DBEs who were contacted, the dates of initial contact, and whether initial solicitations of interest were followed-up by contacting the DBEs to determine with certainty whether the DBEs were interested;
  - b. A description of the information provided to the DBEs regarding the plans, specifications, and estimated quantities for portions of the Work to be performed;
  - c. Documentation of each DBE contacted but rejected and the reason(s) for that rejection;
7. Providing, to interested DBEs, adequate information about the plans, specifications, and requirements for the selected subcontracting or material supply Work;
8. Negotiating in good faith with the DBE firms, and not, without justifiable reason, rejecting as unsatisfactory, Bids that are prepared by any DBE. The DBE's standing within its industry, membership in specific groups, organizations, or associations and political or social

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affiliations - union vs. non-union employee status - are not legitimate causes for the rejection or non-solicitation of bids in the Prime Contractor's efforts to meet the project goal;

9. Advertising and making efforts to obtain DBE participation that were reasonably expected to produce a level of participation sufficient to meet the goal or requirements of the Contracting Agency;
10. Making any other efforts to obtain DBE participation that were reasonably expected to produce a level of participation sufficient to meet the goal or requirements of the Contracting Agency;
11. Using the services of minority community organizations, minority contractor groups, local, State, and federal minority business assistance offices and other organizations identified by WSDOT and advocates for disadvantaged, minority, and women businesses that provide assistance in the recruitment and placement of disadvantaged, minority, and women business enterprises; and
12. Using the WSDOT OEO DBE Supportive Services to assist you. For more information please contact the OEO by calling toll free at (888) 259-9143 or emailing dbess@wsdot.wa.gov.

**Administrative Reconsideration of GFE Documentation**

Any Bidder has the right to reconsideration but only for the purpose of reassessing their GFE documentation that was determined to be inadequate.

- The Bidder must request and schedule a reconsideration hearing within seven calendar days of notification of being nonresponsive or forfeit the right to reconsideration.
- The reconsideration decision on the adequacy of the Bidder's GFE documentation shall be made by an official who did not take part in the original determination.
- The Bidder shall have the opportunity to meet in person with the official for the purpose of setting forth the Bidder's position as to why the GFE documentation demonstrates a sufficient effort.
- The reconsideration official shall provide the Bidder with a written decision on reconsideration within five business days of the hearing explaining the basis for their finding.

**Procedures between Award and Execution**

After Award and prior to Execution the Bidder shall provide the additional information described below. Failure to comply shall result in the forfeiture of the Bidder's Proposal bond or deposit.

1. Additional information for all successful DBE's as shown on the Disadvantaged Business Enterprise Utilization Certification:

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- a. Correct business name, federal employee identification number (if available), and mailing address.
- b. List of all Bid items assigned to each successful DBE firm, including unit prices and extensions.
- c. Description of partial items (if any) to be sublet to each successful DBE firm specifying the distinct elements of Work under each item to be performed by the DBE and including the dollar value of the DBE portion.

Total amounts shown for each DBE shall not be less than the amount shown on the Disadvantaged Business Enterprise Utilization Certification. A breakdown that does not conform to the Disadvantaged Business Enterprise Utilization Certification or that demonstrates a lesser amount of DBE participation than that included in the Disadvantaged Business Enterprise Utilization Certification will be returned for correction.

- 2. A list of all firms who submitted a Bid or quote in an attempt to participate in this project whether they were successful or not. Include the business name and a mailing address.

Note: The firms identified by the Prime Contractor may be contacted by the Contracting Agency to solicit general information as follows: age of the firm and average of its gross annual receipts over the past three-years.

**Procedures after Execution**

**Crediting DBE Participation toward Meeting the Goal Reporting**

All DBE work whether COA or race neutral participation is reported. The Prime Contractor shall submit a Quarterly Report of Amounts Credited as DBE Participation form (422-102 EF) on a quarterly basis for any calendar quarter in which DBE has accomplished Work or upon completion of the project, as appropriate. The dollars are to be reported as specified herein.

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

**Changes in DBE COA participation**

**Owner initiated Change Orders**

The Prime Contractor shall demonstrate a GFE to substitute COA DBE participation when the Contracting Agency deletes Work items by change order that impact a COA DBE's Work.

When the Contract allows alternate Work methods which serve to delete or create under-runs in COA DBE Work then the Prime Contractor must

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provide documentation of negotiating the change with the DBE that was to perform the reduced Work and demonstrate a GFE to substitute other DBE COA participation.

**Original Quantity Under runs**

In the event that Work committed to a DBE firm as part of the COA under runs the original planned quantities the Prime Contractor shall demonstrate a GFE to substitute other DBE COA participation.

**Contractor-Initiated Proposals—General**

The Contractor cannot reduce the amount of work committed to a DBE firm at contract award without good cause and only with written concurrence from the OEO. Reducing a COA DBE’s Work is viewed as a partial DBE termination, subject to the procedures below.

**DBE Termination**

A COA DBE Subcontractor may only be terminated in whole or part with the approval of the Contracting Agency (in coordination with OEO). Approval will be granted provided the Prime Contractor demonstrates that the termination is based on good cause.

Good cause typically includes situations where the DBE Subcontractor is unable or has failed to perform the work of its subcontract in accordance with normal industry standards. While not all inclusive, some examples of good cause include the following circumstances:

Good cause may exist if:

- The listed DBE Subcontractor fails or refuses to execute a written contract.
- The listed DBE Subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards.
- The listed DBE Subcontractor fails or refuses to meet the Prime Contractor’s reasonable, nondiscriminatory bond requirements.
- The listed DBE Subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.
- The listed DBE Subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- The listed DBE Subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal.

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- The listed DBE is ineligible to receive DBE credit for the type of work required.
- A DBE owner dies or becomes disabled with the result that the listed DBE is unable to complete its work on the contract.

Good cause does not exist if:

- The Prime Contractor seeks to terminate a COA DBE so that the Prime can self-perform the Work.
- The Prime Contractor seeks to terminate a COA DBE so the Prime Contractor can substitute another DBE or non-DBE after contract award.
- The failure or refusal of the DBE Subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor (e.g., the failure of the Prime Contractor to make timely payments or the unnecessary placing of obstacles in the path of the DBE's Work).

Prior to requesting termination, the Prime Contractor must give notice in writing to the DBE Subcontractor with a copy to the Contracting Agency of its intent to request to terminate DBE work and the reasons for doing so. The DBE Subcontractor shall have five (5) days to respond to the prime Contractor's notice. The DBE's response shall either support the termination or advise the Contracting Agency and the Prime Contractor of the reasons it objects to the termination of its subcontract.

**Decertification**

When a DBE is performing as a COA in any capacity and the DBE becomes decertified during the course of the Work for reasons other than graduation, the portion of the Work performed after the decertification shall not be credited and the Contractor is obligated to make a good faith effort to substitute other DBE participation to meet the goal.

**Counting payments**

Payments to a DBE firm will count toward DBE goals only if the participation is in accordance with these specifications.

**Prompt Payment**

Prompt payment to all Subcontractors shall be in accordance with Section 1-08.1(1) of these Contract special provisions.

**Payment**

Compensation for all costs involved with complying with the conditions of this specification and any other associated DBE requirements is included in payment for the associated Contract items of Work.



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**Damages for Noncompliance**

The Prime Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Prime Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Contracts, which contain funding assistance from the United States Department of Transportation. Failure by the Prime Contractor to carry out these requirements is a material breach of this Contract, which may result in the Termination of this Contract or such other remedy as the Contracting Agency deems appropriate.

If the Prime Contractor does not comply with any part of its Contract as required under 49 CFR part 26, and/or any other applicable law or regulation regarding DBE, the Contracting Agency may withhold payment, suspend the ability of the Prime Contractor to participate in future Contracting Agency contracts, impose sanctions or Terminate the Contract, and subject the Prime Contractor to civil penalties of up to ten percent of the amount of the Contract for each violation. In the case of WSDOT Contracts, prequalification may be suspended pursuant to WAC 468-16-180, and continuous violations (exceeding a single violation) may also disqualify the Prime Contractor from further participation in WSDOT Contracts for a period of up to three years.

An apparent low Bidder must be in compliance with these Contract Provisions as a condition precedent to the granting of a notice of award by the Contracting Agency. The Prime Contractor is entitled to request an adjudicative proceeding with respect to the Contracting Agency's determination of Contract violation and assessed penalties by filing a written application within thirty days of receipt of notification. The adjudicative proceeding, if requested, will be conducted by an administrative law judge pursuant to the procedures set forth in RCW 34.05 and Chapter 10.08 of the Washington Administrative Code.

***(August 2, 2010)***  
***Special Training Provisions***

**General Requirements**

The Contractor's equal employment opportunity, affirmative action program shall include the requirements set forth below. The Contractor shall provide on-the-job training aimed at developing trainees to journeyman status in the trades involved. The number of training hours shall be 800. Trainees shall not be assigned less than 400 hours. The Contractor may elect to accomplish training as part of the work of a subcontractor, however, the Prime Contractor shall retain the responsibility for complying with these Special Provisions. The Contractor shall also ensure that this training provision is made applicable to any subcontract that includes training.

**Trainee Approval**

The Federal government requires Contracting Agencies to include these training provisions as a condition attached to the receipt of Federal highway funding. The Federal government has determined that the training and promotion of members of certain minority groups and women is a primary objective of this training provision. The Contractor shall make every effort to enroll minority groups and women

1 trainees to the extent such persons are available within a reasonable recruitment  
2 area. This training provision is not intended and shall not be used to discriminate  
3 against any applicant for training, whether that person is a minority, woman or  
4 otherwise. A non-minority male trainee or apprentice may be approved provided  
5 the following requirements are met:  
6

- 7 1. The Contractor is otherwise in compliance with the contract's Equal  
8 Employment Opportunity and On-the-Job Training requirements and  
9 provides documentation of the efforts taken to fill the specific training  
10 position with either minorities or females  
11
- 12 2. or, if not otherwise in compliance, furnishes evidence of his/her systematic  
13 and direct recruitment efforts in regard to the position in question and in  
14 promoting the enrollment and/or employment of minorities and females in  
15 the craft which the proposed trainee is to be trained  
16
- 17 3. and the Contractor has made a good faith effort towards recruiting of  
18 minorities and women. As a minimum this good faith effort shall consist of  
19 the following:  
20
  - 21 • Distribution of written notices of available employment  
22 opportunities with the Contractor and enrollment opportunities  
23 with its unions. Distribution should include but not be limited to;  
24 minority and female recruitment sources and minority and female  
25 community organizations;  
26
  - 27 • Records documenting the Contractor's efforts and the outcome of  
28 those efforts, to employ minority and female applicants and/or  
29 refer them to unions;  
30
  - 31 • Records reflecting the Contractor's efforts in participating in  
32 developing minority and female on-the-job training opportunities,  
33 including upgrading programs and apprenticeship opportunities;  
34
  - 35 • Distribution of written notices to unions and training programs  
36 disseminating the Contractor's EEO policy and requesting  
37 cooperation in achieving EEO and OJT obligations.  
38

39 No employee shall be employed as a trainee in any classification in which the  
40 employee has successfully completed a training course leading to journeyman  
41 status or in which the employee has been employed as a journeyman. The  
42 Contractor's records shall document the methods for determining the trainee's  
43 status and findings in each case. When feasible, 25 percent of apprentices or  
44 trainees in each occupation shall be in their first year of apprenticeship or training.  
45

46 For the purpose of this specification, acceptable training programs are those  
47 employing trainees/apprentices registered with the following:  
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- 49 1. Washington State Department of Labor & Industries — State  
50 Apprenticeship Training Council (SATC) approved apprenticeship  
51 agreement:  
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- a. Pursuant to RCW 49.04.060, an apprenticeship agreement shall be;
  - i. an individual written agreement between an employer and apprentice
  - ii. a written agreement between (an employer or an association of employers) and an organization of employees describing conditions of employment for apprentices
  - iii. a written statement describing conditions of employment for apprentices in a plant where there is no bona fide employee organization.

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

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

Or

- 3. Trainees participating in a non-BAT/SATC program, which has been approved by the contracting agency for the specific project.
- 4. For assistance in locating trainee candidates, the Contractor may call WSDOT's OJT Support Services Technical Advisor at (360) 705-7088, (206) 587-4954 or toll free at 1-866-252-2680.

**Obligation to Provide Information**

Upon starting a new trainee, the Contractor shall furnish the trainee a copy of the approved program the Contractor will follow in providing the training. Upon completion of the training, the Contractor shall provide the Contracting Agency with a certification showing the type and length of training satisfactorily completed by each trainee.

**Training Program Approval**

The Training Program shall meet the following requirements:

- 1. The Training Program (DOT Form 272-049) must be submitted to the Engineer for approval prior to commencing contract work and shall be resubmitted when modifications to the program occur.
- 2. The minimum length and type of training for each classification will be as established in the training program as approved by the Contracting Agency.
- 3. The Training Program shall contain the trades proposed for training, the number of trainees, the hours assigned to the trade and the estimated beginning work date for each trainee.

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- 4. Unless otherwise specified, Training Programs will be approved if the proposed number of training hours equals the training hours required by contract and the trainees are not assigned less than 400 hours each.
- 5. After approval of the training program, information concerning each individual trainee and good faith effort documentation shall be submitted on (DOT Form 272-050.)
- 6. In King County, laborer trainees or apprentices will not be approved on contracts containing less than 2000 training hours as specified in this Section. In King County, no more than twenty percent (20%) of hours proposed for trainees or apprentices shall be in the laborer classification when the contract contains 2000 or more hours of training as specified in this Section. Trainees shall not be assigned less than 400 hours.
- 7. Flagging programs will not be approved. Other programs that include flagging training will only be approved if the flagging portion is limited to an orientation of not more than 20 hours.
- 8. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Some off-site training is permissible as long as the training is an integral part of an approved training program.
- 9. It is normally expected that a trainee will begin training on the project as soon as feasible after start of work, utilizing the skill involved and remain on the project as long as training opportunities exist in the work classification or upon completion of the training program. It is not required that all trainees be on board for the entire length of the contract. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.
- 10. Wage Progressions: Trainees will be paid at least the applicable ratios or wage progressions shown in the apprenticeship standards published by the Washington State Department of Labor and Industries. In the event that no training program has been established by the Department of Labor and Industries, the trainee shall be paid in accordance with the provisions of RCW 39.12.021 which reads as follows:

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

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**Compliance**

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

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

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

- The program establishes minimum qualifications for persons entering the training program.
- The program shall outline the work processes in which the trainee will receive supervised work experience and training on-the-job and the allocation of the approximate time to be spent in each major process. The program shall include the method for recording and reporting the training completed shall be stated.
- The program shall include a numeric ratio of trainees to journeymen consistent with proper supervision, training, safety, and continuity of employment. The ratio language shall be specific and clear as to application in terms of job site and workforce during normal operations (normally considered to fall between 1:10 and 1:4).
- The terms of training shall be stated in hours. The number of hours required for completion to journeyman status shall be comparable to the apprenticeship hours established for that craft by the SATC. The following are examples of programs that are currently approved:

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

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

**Measurement**

The Contractor may request that the total number of “training” hours for the contract be increased subject to approval by the Contracting Agency. This reimbursement will be made even though the Contractor receives additional training program funds

1 from other sources, provided such other sources do not prohibit other  
2 reimbursement. Reimbursement to the Contractor for off-site training as indicated  
3 previously may only be made when the Contractor does one or more of the  
4 following and the trainees are concurrently employed on a Federal-aid project:

- 5
- 6 • contributes to the cost of the training,
- 7 • provides the instruction to the trainee,
- 8 • pays the trainee's wages during the off- site training period.
- 9

10 Reimbursement will be made upon receipt of a certified invoice that shows the  
11 related payroll number, the name of trainee, total hours trained under the program,  
12 previously paid hours under the contract, hours due this estimate, and dollar  
13 amount due this estimate. The certified invoice shall show a statement indicating  
14 the Contractor's effort to enroll minorities and women when a new enrollment  
15 occurs. If a trainee is participating in a SATC/BAT approved apprenticeship  
16 program, a copy of the certificate showing apprenticeship registration must  
17 accompany the first invoice on which the individual appears. Reimbursement for  
18 training occurring prior to approval of the training program will be allowed if the  
19 Contractor verbally notifies the Engineer of this occurrence at the time the  
20 apprentice/trainee commences work. A trainee/apprentice, regardless of craft,  
21 must have worked on the contract for at least 20 hours to be eligible for  
22 reimbursement.

#### 23 **Payment**

24 The Contractor will be reimbursed under the item "Training" per hour for each hour  
25 of training for each employee.  
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### 27 **Federal Agency Inspection**

28 Section 1-07.12 is supplemented with the following:  
29

30 ***(July 30, 2012)***

#### 31 ***Required Federal Aid Provisions***

32 The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273)  
33 Revised May 1, 2012 supersede any conflicting provisions of the Standard  
34 Specifications and are made a part of this Contract; provided, however, that if any of the  
35 provisions of FHWA 1273 are less restrictive than Washington State Law, then the  
36 Washington State Law shall prevail.  
37

38 The provisions of FHWA 1273 included in this Contract require that the Contractor insert  
39 the FHWA 1273 in each Subcontract, together with the wage rates which are part of the  
40 FHWA 1273. Also, a clause shall be included in each Subcontract requiring the  
41 Subcontractors to insert the FHWA 1273 thereto in any lower tier Subcontracts, together  
42 with the wage rates. The Contractor shall also ensure that this section, REQUIRED  
43 FEDERAL AID PROVISIONS, is inserted in each Subcontract for Subcontractors and  
44 lower tier Subcontractors. For this purpose, upon request to the Project Engineer, the  
45 Contractor will be provided with extra copies of the FHWA 1273, the applicable wage  
46 rates, and this Special Provision.  
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### 48 **Responsibility for Damage**

49 (August 4, 2012 COA GSP)  
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1 Section 1-07.14, paragraphs three through five are deleted and replaced with the following:  
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3 ***Hold Harmless and Indemnification***  
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5 Contractor shall defend, indemnify and hold the City, its officers, officials, employees  
6 and volunteers harmless from any and all claims, injuries, damages, losses or suits  
7 including attorney fees, arising out of or resulting from the acts, errors or omissions of  
8 the Contractor in performance of this Agreement, except for injuries and damages  
9 caused by the negligence of the City.

10  
11 Should a court of competent jurisdiction determine that this Agreement is subject to  
12 RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to  
13 persons or damages to property caused by or resulting from the concurrent negligence  
14 of the Contractor and the City, its officers, officials, employees, and volunteers, the  
15 Contractor's liability, including the duty and cost to defend, hereunder shall be only to  
16 the extent of the Contractor's negligence. It is further specifically and expressly  
17 understood that the indemnification provided herein constitutes the Contractor's waiver  
18 of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this  
19 indemnification. This waiver has been mutually negotiated by the parties. The  
20 provisions of this section shall survive the expiration or termination of this Agreement.  
21

22 **Protection And Restoration Of Property**  
23

24 ***Public/Private Property***  
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26 Section 1-07.16(1) is supplemented with the following:  
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28 (\*\*\*\*\*)

29 The City has acquired temporary construction easements and driveway temporary  
30 construction easements to facilitate project construction. At no time are these  
31 temporary easements to be used for laydown or equipment storage. Access to  
32 each driveway within the project limits must be maintained at all times. During  
33 driveway construction, the Contractor may limit access to one half of the driveway  
34 at any time, but must provide appropriate traffic control and flagging to ensure safe  
35 operation, ingress, and egress. All traffic control measures to be used for driveway  
36 access must be addressed in the Contractor Traffic Control Plan as described in  
37 Section 1-10.2.  
38

39 The following table illustrates specific agreements that have been made with  
40 property owners that must be adhered to:  
41

Parcel Number	Owner Name	Requirements
31051100302500	Gale Rose, LLC	During construction, Stark Bulkheads will be able to access the temporary construction easement for ingress and egress of trucks with 24 hours notice to the City and the prime construction contractor.
31051100301800 and 31051100301700	Money Saver Arlington, LLC	Existing shrubs adjacent to the south driveway removed by the road widening shall be placed on the Money Saver property where directed by the owner. Shrub roots and root ball will be preserved to the maximum extent practicable.
3310511-003-026-00, 310511-	Marion Andrew	Rubber tired equipment only is to be used on Mr. Taylor's properties. At no time shall any tracked

<p>003-006-00, 310511-003-020-00, 310511-003-069-00 and 310511-003-070-00</p>	<p>Taylor and Patricia L. Taylor</p>	<p>equipment enter the properties. Mr. Taylor shall be consulted and shall approve prior to any trucks entering his property.</p> <p>Trucks and trailers used to transport construction equipment or materials shall not be staged or operated on Mr. Taylor's property.</p> <p>In the Portage Creek wetland mitigation area, work shall be limited to the non-paved area and no equipment shall be used or located on the pavement. Access to the wetland mitigation area can be made via the easement on the east edge of the property and across the 69th Ave NE roadbed at the wetland mitigation area.</p> <p>Any damage to pavement, curbing, landscaping, or other items must be repaired or replaced to the satisfaction of the Engineer.</p> <p>Taylor Industrial Park signs shall be protected at all times.</p> <p>Any survey stakes, property corners, or survey pins disturbed during construction must be replaced by a licensed professional surveyor.</p> <p>Prior to construction on Mr. Taylor's property, a pre-construction meeting must be scheduled and held with Mr. Taylor and the Engineer. The Contractor shall discuss plans for access on Mr. Taylor's property, construction methods, equipment to be used, and schedule for construction on Mr. Taylor's property.</p> <p>Pavement constructed on Mr. Taylor's property must match the existing surface smoothness of the existing pavement to the satisfaction of the Engineer.</p>
<p>31051100305800</p>	<p>Kenneth Lee Wishart and Kathleen P. Wishart</p>	<p>The existing fence that needs to be removed for access to the Temporary Construction Easement area be left for their use. The fence will be removed in sections and laid down within the landowner's property.</p> <p>The children's play equipment within the easement shall be relocated on the owner's property as directed by the Engineer during construction, and replaced in or near the original location as directed by the Engineer following construction.</p>

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**Vegetation Protection and Restoration**

Section 1-07.16(2) is supplemented with the following:

(August 2, 2010)

Vegetation and soil protection zones for trees shall extend out from the trunk to a distance of 1 foot radius for each inch of trunk diameter at breast height.



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Vegetation and soil protection zones for shrubs shall extend out from the stems at ground level to twice the radius of the shrub.

Vegetation and soil protection zones for herbaceous vegetation shall extend to encompass the diameter of the plant as measured from the outer edge of the plant.

**Archaeological and Historical Objects**

**Inadvertent Discovery of Human Skeletal Remains**

Replace Section 1-07.16(4)A with the following in its entirety:

(March 29, 2012 COA GSP)

**Discovery Procedures**

The project presents two primary management issues: 1) Identification and treatment of undiscovered historic properties; and 2) treatment of human remains. A process for identification, evaluation and treatment for all historic properties that may be encountered during construction is presented in the following sections.

**Briefing**

At the preconstruction meeting, the City will brief construction supervisors on cultural resource issues. The briefing will include information on the legal context of cultural resources protection and on the prehistoric, ethnographic, and historic cultural resources likely to be present in the construction area. The primary goals of this briefing are to familiarize key construction personnel with the procedures that will be followed in the event of discovery of cultural material, or human remains and to provide contact protocols and information to construction supervisors.

**Policies and Protocols**

As a general policy, and as far as practically feasible, all cultural resources and buried human remains will be avoided and actively preserved. "Cultural resources" is defined here to mean both isolated artifacts and intact cultural deposits. If instances arise where modification of the project to accommodate avoidance is not possible, the cultural resources in question will be treated in the manner described below. Collection of artifacts and human remains by employees, construction personnel or others with access to the project is strictly prohibited by State and Federal law.

**Unmonitored Discovery**

If archaeological materials, isolated artifacts, or human remains are discovered during construction it will be the responsibility of the Construction Supervisor to alert the City of any such discovery. If the discovery involves human remains, or is determined by a professional archaeologist to be a significant find it will be the responsibility of the City to contact the DAHP and Stillaguamish Tribe.

- If any action is taken as a result of this plan the City will prepare a letter report to be sent to the DAHP and Stillaguamish Tribe detailing the events, results and conclusions of any such action

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## Archaeological Resources

- In the event cultural resources are discovered during construction the City will contact a professional archaeologist who will evaluate whether the discovery represents an isolated find or is part of an archaeological site. Isolated finds will be reported to the DAHP and Stillaguamish Tribe in a letter report to be prepared upon the conclusion of the project.

*Typical markers of pre-contact human activity may include:*

fire-modified rock (FMR), animal bone, concentrations of shell, ground and flaked stone tools and flaked stone tool-making debris (e.g. arrowheads and stone chips), burned earth, cordage or fiber, organically stained sediments, charcoal, ash, and exotic rocks and minerals.

*Typical markers of significant historic-period human activity may include:*

Significant deposits of domestic refuse such as bottles, ceramics, cans, metal fragments and various personal items.

## Human Remains

If construction exposes human remains, either burials, or isolated teeth or bones, or mortuary items, construction in the vicinity of the find will halt immediately and the discovery area will be secured to maintain integrity of the deposit. Exposed burials or other human remains will be treated with sensitivity and respect.

- The **Construction Supervisor** will assure the **City** is informed immediately of the discovery of human remains.
- The **City** will notify the County Coroner, DAHP, and Stillaguamish Tribe. If the remains are determined to not be Native American, or the location is determined to be a crime scene, the Coroner will take charge.
- The **City** will be responsible for taking appropriate steps to protect the discovery. At a minimum, the immediate area will be secured to a distance of thirty (30) feet from the discovery. Vehicles, equipment, and unauthorized personnel will not be permitted to traverse the discovery site.
- If the remains are determined to be Native American the discovery area will be secured as appropriate pending development of a treatment plan in consultation with the Washington State Historic Preservation Officer (SHPO) and Stillaguamish Tribe.
- In no case will additional excavation be undertaken prior to consultation and development of an approved treatment plan.
- No persons other than the proper law enforcement personnel and the SHPO are authorized direct access to the discovery location after the area is secured. If the remains are determined to be of Native American ancestry, through consultation with the SHPO and other parties, tribal access will be allowed for the tribal representatives identified in this plan. Coordination for tribal member access must go through the designated tribal representative. This is to insure the safety of the remains and the integrity of the burial area.

## Proceeding with Construction

Project construction outside the discovery location may continue while documentation and assessment of the cultural resources proceed. The City of Arlington Natural Resources Manager, or other City representative, must

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determine the boundaries of the discovery location. In consultation with DAHP and affected tribes, Project Manager and Cultural Resources Program staff will determine the appropriate level of documentation and treatment of the resource. If federal agencies are involved, the agencies will make the final determinations about treatment and documentation.

Construction may continue at the discovery location only after the process outlined in this plan is followed and City of Arlington (and the federal agencies, if any) determines that compliance with state and federal laws is complete.

If the Engineer finds that the suspension of Work in the vicinity of the discovery increases or decreases the cost or time required for performance of any part of the Work under this Contract, the Engineer will make an adjustment in payment or the time required for the performance of the Work in accordance with Sections 1-04.4 and 1-08.8.

**Contact Info:**

- City of Arlington
  - Marc Hayes, Public Works Inspector ..... (425) 754-7446
  - Eric Scott, Senior Engineer ..... (360) 403-3512
  - Bill Blake, Stormwater Supervisor ..... (360) 403-3440
- Stillaguamish Tribe
  - Victoria Yeager, Cultural Resources ..... (360) 652-7362
  - Shawn Yanity, Chairman..... (360) 652-7362
- Snohomish Sheriff Department:
  - Emergency ..... 911
  - Non-emergency .....(425) 388-3393
- Snohomish County Medical Examiner ..... (425) 438-6200
- Northwest Archaeological Associates, Inc. .... (206) 781-1909
- Department of Archaeology and Historic Preservation
  - Stephenie Kramer, Assistant State Archaeologist ..... (360) 586-3083
  - Dr. Rob Whitlam, State Archaeologist..... (360) 586-3080
  - Dr. Allyson Brooks, SHPO ..... (360) 586-3066
- Department of Natural Resources
  - Boyd Norton, Forest Practice Coordinator..... (360) 854-2816

**Utilities and Similar Facilities**

Section 1-07.17 is supplemented with the following:

(March 28, 2012 COA GSP)

***Utility Construction, Removal, or Relocation Coordination***

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

Public and private utilities, or their Contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such adjustment, relocation, replacement, or construction will be done during the prosecution of the work for this project. Resetting existing structures to grade shall be performed by the Project Contractor.

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The Contractor shall attend a mandatory utility preconstruction meeting with the City Engineer, all affected subcontractors, and all utility owners and their contractors prior to beginning onsite work.

The Contractor shall call the Utility Location Request Center (One Call Center) for field location, not less than two and no more than ten business days before the scheduled date for commencement of excavation which may affect underground utilities, unless otherwise agreed upon by the parties involved. If no one-number locator service is available, notice shall be provided individually to those owners known or suspected of having underground facilities within the area of proposed excavation.

The One Call Center phone number is:

**Call Before You Dig  
811**

The following addresses and telephone numbers of utility companies or their Contractors that will be adjusting, relocating, replacing or constructing utilities within the project limits are supplied for the Contractor's convenience:

<b>City of Arlington – Utilities</b> 154 W. Cox Arlington, WA 98223 (360) 403-3526	<b>Snohomish County PUD</b> PO Box 1107 Everett, WA 98206-1107 Contact: Erin Burke 425-783-4745
<b>Frontier Communications</b> 595 Pease Rd Burlington, WA 98204 Contact: Wayne Wendell (360) 757-3406 office (360) 308-7581 cel	<b>Community Transit</b> 7100 Hardeson Rd Everett, WA 98203 Contact: Tony Smith (425) 348-2303
<b>AT&amp;T</b> 11241 Willows Road Suite 130 Redmond, WA 98052 Contact Dan McGeough 425-896-9830 office 206-656-2519 cel	<b>Cascade Natural Gas</b> 222 Fairview Ave N Seattle, WA 98109 Contact Roy Klein 360-941-0499
<b>City of Marysville - Utilities</b> 80 Columbia Ave. Marysville, WA 98270 (360)363-8100	<b>Comcast</b> 1525 75 <sup>th</sup> St SW Suite 200 Everett, WA 98203 Contact: Casey Brown (425) 754-0064 cel (425) 263-5345 office
<b>Centurylink</b> 1313 E Columbia	<b>Wave Broadband</b> 9300 271 <sup>st</sup> NW

Room 204 Seattle, WA 98112 Contact: Aaron Williams 206-345-6735	Suite B-1 Stanwood, WA 98292 Contact: Kevin Stanley 425-896-1950
<b>Black Rock Cable</b> 1512 Fairview Street Bellingham, WA 98229 Contact: Aaron Dietrichs 425-512-8069	<b>Arlington Public Schools</b> 315 N French Ave Arlington, WA 98223 360-618-6200
<b>Sprint</b> 2606 70th Ave East Suite 102 Fife, WA 98242 Contact: Wes Carpenter 253-476-6655	<b>BP Olympic Pipeline</b> 2319 Lind Ave SW Renton, WA 98055 Holly Williamson 425-235-7767

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**Temporary Utility Shutdowns**

Any temporary utility shutdowns necessary for construction of the Project shall require that the Contractor prepare a plan for the shutdown and submit to the Engineer for approval. The plan shall include the schedule and timeline for the shutdown and when service will be restored. In all cases, the Contractor shall notify utilities a minimum of five days prior to any planned utility shutdown. It is the Contractor’s responsibility to obtain approval for the plan no fewer than seven days prior to the planned shutdown.

No separate payment will be made for temporary utility shutdown plans and costs should be included in other bid items related to the work.

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

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

**1-07.18 Insurance**

(January 24, 2011 APWA GSP)

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

- A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best’s Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

- 1 B. The Contractor shall keep this insurance in force during the term of the contract and for  
2 thirty (30) days after the Physical Completion date, unless otherwise indicated (see C.  
3 below).  
4
- 5 C. If any insurance policy is written on a claims made form, its retroactive date, and that of  
6 all subsequent renewals, shall be no later than the effective date of this Contract. The  
7 policy shall state that coverage is claims made, and state the retroactive date. Claims-  
8 made form coverage shall be maintained by the Contractor for a minimum of 36 months  
9 following the Final Completion or earlier termination of this contract, and the Contractor  
10 shall annually provide the Contracting Agency with proof of renewal. If renewal of the  
11 claims made form of coverage becomes unavailable, or economically prohibitive, the  
12 Contractor shall purchase an extended reporting period (“tail”) or execute another form of  
13 guarantee acceptable to the Contracting Agency to assure financial responsibility for  
14 liability for services performed.  
15
- 16 D. The insurance policies shall contain a “cross liability” provision.  
17
- 18 E. The Contractor’s and all subcontractors’ insurance coverage shall be primary and non-  
19 contributory insurance as respects the Contracting Agency’s insurance, self-insurance,  
20 or insurance pool coverage.  
21
- 22 F. The Contractor shall provide the Contracting Agency and all Additional Insureds with  
23 written notice of any policy cancellation, within two business days of their receipt of such  
24 notice.  
25
- 26 G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified  
27 copy of the insurance policy(s).  
28
- 29 H. The Contractor shall not begin work under the contract until the required insurance has  
30 been obtained and approved by the Contracting Agency.  
31
- 32 I. Failure on the part of the Contractor to maintain the insurance as required shall  
33 constitute a material breach of contract, upon which the Contracting Agency may, after  
34 giving five business days notice to the Contractor to correct the breach, immediately  
35 terminate the contract or, at its discretion, procure or renew such insurance and pay any  
36 and all premiums in connection therewith, with any sums so expended to be repaid to the  
37 Contracting Agency on demand, or at the sole discretion of the Contracting Agency,  
38 offset against funds due the Contractor from the Contracting Agency.  
39
- 40 J. All costs for insurance shall be incidental to and included in the unit or lump sum prices  
41 of the contract and no additional payment will be made.  
42

43 **1-07.18(2) Additional Insured**

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

- 46 • the Contracting Agency and its officers, elected officials, employees, agents, and  
47 volunteers  
48 • KBA, Inc.

49 The above-listed entities shall be additional insured(s) for the full available limits of liability  
50 maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective  
51 of whether such limits maintained by the Contractor are greater than those required by this

1 Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor  
2 pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.

3

4 **1-07.18(3) Subcontractors**

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

8

9 **1-07.18(4) Evidence of Insurance**

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

- 14 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.  
15 2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-  
16 07.18(2) as Additional Insured(s), showing the policy number. The Contractor may  
17 submit a copy of any blanket additional insured clause from its policies instead of a  
18 separate endorsement. A statement of additional insured status on an ACORD  
19 Certificate of Insurance shall not satisfy this requirement.  
20 3. Any other amendatory endorsements to show the coverage required herein.

21

22 **1-07.18(5) Coverages and Limits**

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

28

29 **1-07.18(5)A Commercial General Liability**

30 A policy of Commercial General Liability Insurance, including:

31

- 32 Per project aggregate  
33 Premises/Operations Liability  
34 Products/Completed Operations – for a period of one year following final acceptance of  
35 the work.  
36 Personal/Advertising Injury  
37 Contractual Liability  
38 Independent Contractors Liability  
39 Stop Gap / Employers' Liability  
40 Explosion, Collapse, or Underground Property Damage (XCU)  
41 Blasting (only required when the Contractor's work under this Contract includes  
42 exposures to which this specified coverage responds)

43

44 Such policy must provide the following minimum limits:

- 45 \$1,000,000 Each Occurrence  
46 \$2,000,000 General Aggregate  
47 \$1,000,000 Products & Completed Operations Aggregate  
48 \$1,000,000 Personal & Advertising Injury, each offence

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Stop Gap / Employers' Liability

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

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

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

- \$1,000,000 combined single limit

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

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

**1-07.18(5)F Excess or Umbrella Liability**

*(May 10, 2006 APWA GSP)*

The Contractor shall provide Excess or Umbrella Liability coverage at limits of 1 million per occurrence and annual aggregate. This excess or umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage.

This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

*(August 7, 2006)*

***Relations With Railroad***

Railroad Company, as used in the following specifications, shall be the railroad company or companies, or railway company or companies specified in these Special Provisions. The following provisions, though referring to a single Railroad Company, shall be applicable to each of the following railroad companies or railway companies:

Burlington Northern Santa Fe (BNSF)

**Protection of Railroad Property**

The Contractor shall exercise care in all operations and shall, at the Contractor's expense, protect the property of the Railroad Company and the Company's appurtenances, property in its custody, or persons lawfully upon its right of way, from damage, destruction, interference or injury caused by the Contractor's operations. The Contractor shall prosecute the work to not interfere with the Railroad Company or its appurtenances, or any of the Railroad Company's trains or facilities, and shall complete the work to a condition that shall not interfere with or menace the integrity or safe and successful operations of the Railroad Company or its appurtenances, or any of the Railroad Company's trains or facilities.

The Contractor shall not transport equipment, machinery, or materials across the Railroad Company's tracks, except at a public crossing, without the written consent of the Railroad Company.



1 The Contractor shall keep the right of way and ditches of the Railroad Company  
2 open and clean from any deposits or debris resulting from its operations. The  
3 Contractor shall be responsible for the cost to clean and restore ballast of the  
4 Railroad Company which is disturbed or becomes fouled with dirt or materials when  
5 such deposits or damage result from the Contractor's operations, except as  
6 provided elsewhere.

7  
8 The Contractor's work shall be conducted in such a manner that there will be a  
9 minimum of interference with the operation of railroad traffic. The Railroad  
10 Company will specify what periods will be allowed the Contractor for executing any  
11 part of the work in which the Railroad Company's tracks will be obstructed or made  
12 unsafe for operation of railroad traffic.

13  
14 In the event that an emergency occurs in connection with the work specified, the  
15 Railroad Company reserves the right to do any and all work that may be necessary  
16 to maintain railroad traffic. If the emergency is caused by the Contractor, the  
17 Contractor shall pay the Railroad Company for the cost of such emergency work.

18  
19 Protective services to protect the Railroad Company's facilities, property, and  
20 movement of its trains or engines, including railroad flagging and other devices,  
21 may be required by the Railroad Company as a result of the Contractor's  
22 operations.

23  
24 The nature and extent of protective services, personnel and other measures  
25 required will in all cases be determined by the Railroad Company. Nothing in these  
26 specifications will limit the Railroad Company's right to determine and assign the  
27 number of personnel, the classes of personnel for protective services, nor other  
28 protective measures it deems necessary.

29  
30 When, in the opinion of the Railroad Company, the services of flaggers or security  
31 personnel are necessary for the protection of the Railroad Company's facilities by  
32 reason of the Contractor's operations, the Railroad Company will furnish such  
33 flaggers or security personnel as may be required. The Contractor shall notify the  
34 Railroad Company a minimum of 21 calendar days in advance of whenever the  
35 Contractor is about to perform work adjacent to the tracks to enable the Railroad  
36 Company to provide flagging or other protective service.

37  
38 The Railroad Company's contact is:

39  
40 Richard Wagner  
41 2454 Occidental Ave S #2-D  
42 Seattle, WA 98134  
43 (206) 625-6152  
44 Richard.Wagner@BNSF.com

45  
46 No act of the Railroad Company in supervising or approving any work shall reduce  
47 or in any way affect the liability of the Contractor for damages, expense, or cost  
48 which may result to the Railroad Company from the construction of this Contract.

49  
50 Unless otherwise provided, all personnel assigned by the Railroad Company, other  
51 than those engaged in performing work by the Railroad Company as listed under  
52 Construction Work by Railroad Company, will be considered protective personnel.

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In general, the Railroad Company will furnish protective services:

- a. For any excavation below the elevation of the track subgrade, if in the opinion of the Railroad Company's representative, the track or other railroad facilities may be subject to settlement or movement.

For all work over or adjacent to the track if, in the opinion of the Railroad Company's representative, said work represents a hazard to the Railroad Company.

- b. During any clearing, grubbing, grading, or blasting in proximity to the facilities, which in the opinion of the Railroad Company's representative, may endanger or interfere with railroad facilities or operations.
- c. When any of the Contractor's operations take place within or near railroad right of way and, in the opinion of the Railroad Company's representative, could endanger railroad facilities or create a hazard to railroad operations. Communications Linemen or Signalmen may be used to protect communications and signal facilities, if deemed necessary by the Railroad Company.

There will be no cost to the Contractor for the railroad protective services unless such services result from the Contractor's failure to comply with the terms and conditions of its contract with the Contracting Agency or with its Contractor's Right of Entry Agreements with the Railroad Companies.

**Construction Work by Railroad Company**

The work by the Railroad Company as described below will be performed by the Railroad Company with its own forces at no cost to the Contractor:

- Removal of existing ACP crossing at Lebanon
- Installation of concrete crossing at Lebanon

All work which is performed by the Railroad Company at the Contractor's request and which is for the Contractor's benefit or convenience shall be at the Contractor's expense and the Contractor shall reimburse the Railroad Company for all costs for such work.

The Contractor shall cooperate with the Railroad Company and so conduct operations that the necessary reconstruction of its facilities and the removal of existing facilities can be accomplished without interruption of service.

**Railroad Protective Liability Insurance**

The Contractor shall protect the Railroad Company and any other railroad company occupying or using the Railroad Company's rights of way or lines of railroad against all loss and damages arising from activities of the Contractor or the Contractor's forces or any of the Contractor's Subcontractors or agents.

The Contractor shall furnish for each Railroad Company the original and three certified copies of a Railroad Protective Liability Insurance Policy, naming the Railroad Company as the insured and providing for protection to the Railroad

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Company in the manner and form described in the Railroad Protective Liability Form as set forth below.

Said insurance shall be executed by a corporation qualified to write insurance in the State of Washington in form and substance satisfactory to the Railroad Company and shall be delivered to the Engineer. The Engineer will submit the insurance to the Railroad Company for its approval. The Contractor shall not enter upon or use the Railroad Company's property until notified by the Engineer of the Railroad Company's approval. The various blank sections of the Railroad Protective Liability Form shall contain the following information:

Named Insured:

BNSF Railway Company  
Jones Lang LaSalle

Limits of Liability:

The combined single limit of the insurance company's liability under this policy to the insured shall be not less than \$1,000,000 for all damages arising out of bodily injuries to or death of any person or persons and for all damages arising out of loss or destruction of or injury or damage to property in any one occurrence and \$2,000,000 aggregate during the policy period. Said insurance policy executed by a corporation qualified to write the same in the State of Washington, shall be in form and substance satisfactory to the Railroad Company and shall be delivered to and approved by the Railroad Company prior to the entry upon or use of its property by the Contractor.

All insurance specified above shall be carried until the physical completion date of the contract as described in Section 1-08.5 except as stated herein.

When all the work involving construction activities within or immediately adjacent to the railroad right of way is completed, the Contractor may make a written request to the Engineer to be relieved of the responsibility to continue all or part of the insurance specified above. If the Engineer deems the portion of the work in that area is complete, the Engineer may approve the Contractor's request. However, if for any reason the Contractor resumes or starts any new work in that area (including being ordered to do so by the Engineer), the insurance shall be reinstated by the Contractor before the work is started. If the insurance must be reinstated because of the Contractor's operations or failure of the Contractor to perform all the contract requirements, the costs shall be the responsibility of the Contractor. If the insurance must be reinstated because of changes to the contract, the costs will be considered in accordance with Section 1-04.4.

**Other Insurance Requirements**

Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence.

Workers Compensation and Employers Liability insurance including coverage for Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

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**Commercial General Liability Insurance**

A certificate of insurance providing proof of said Insurance, executed by a corporation qualified to write the same in the State of Washington, in form and substance satisfactory to the Railroad Company, shall be delivered to and approved by the Railroad Company prior to the entry upon or use of the Railroad Company's property by the Contractor.

(August 7, 2006)

***Contractor's Right of Entry and Insurance Requirements - BNSF***

No work shall commence within BNSF Railway Company (BNSF) right of way until the Contractor has executed, delivered, and received in return the fully executed Contractor's Right-of-Entry Agreement from BNSF, and has obtained all of the insurance required by the Railroad. All work within BNSF's right of way shall be in accordance with BNSF's Contractor Requirements and the Contractor's Right of Entry Agreement (See Appendices).

The Contractor, its Subcontractors or agents, shall at its own expense, obtain and maintain in force all insurance required by BNSF until the completion date of the contract as described in Section 1-08.5 except as stated herein.

When all the work involving construction activities within or immediately adjacent to the Railroad right of way is completed, the Contractor may make a written request to the Engineer to be relieved of the responsibility to continue the insurance required by BNSF. If the Engineer deems the portion of the work in that area is complete, the Engineer may approve the Contractor's request. However, if for any reason the Contractor resumes or starts any new work in that area (including being ordered to do so by the Engineer), the insurance shall be reinstated by the Contractor before the work is started. If the insurance must be reinstated because of the Contractor's activities or failure of the Contractor to perform all the contract requirements, the costs shall be the responsibility of the Contractor. If the insurance must be reinstated because of changes to the contract, the costs will be considered in accordance with Section 1-04.4.

**Public Convenience and Safety**

***Construction Under Traffic***

Section 1-07.23(1) is supplemented with the following:

(January 2, 2012)

The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to preexisting conditions or permanent Work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.

During nonworking hours equipment or materials shall not be within the WZCZ unless they are protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be permitted only if the Engineer approves the installation and location.

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During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

The Contractor's nonessential vehicles and employees private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval.

Minimum WZCZ distances are measured from the edge of traveled way and will be determined as follows:

<b>Regulatory Posted Speed</b>	<b>Distance From Traveled Way (Feet)</b>
35 mph or less	10 *
40 mph	15
45 to 55 mph	20
60 mph or greater	30

\* or 2-feet beyond the outside edge of sidewalk

18  
19  
20  
21  
22

**Minimum Work Zone Clear Zone Distance**

23  
24  
25

**1-07.24 Rights of Way**  
(October 1, 2005 APWA GSP)

26  
27

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

28  
29  
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31

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

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35

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

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

44  
45

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion

1 of the work in areas where right of way, easements or rights of entry have not been  
2 acquired until the Engineer certifies to the Contractor that the right of way or easement is  
3 available or that the right of entry has been received. If the Contractor is delayed due to  
4 acts of omission on the part of the Contracting Agency in obtaining easements, rights of  
5 entry or right of way, the Contractor will be entitled to an extension of time. The  
6 Contractor agrees that such delay shall not be a breach of contract.  
7

8 Each property owner shall be given 48 hours (two working days) notice prior to entry by  
9 the Contractor. This includes entry onto easements and private property where private  
10 improvements must be adjusted.  
11

12 The Contractor shall be responsible for providing, without expense or liability to the  
13 Contracting Agency, any additional land and access thereto that the Contractor may  
14 desire for temporary construction facilities, storage of materials, or other Contractor  
15 needs. However, before using any private property, whether adjoining the work or not,  
16 the Contractor shall file with the Engineer a written permission of the private property  
17 owner, and, upon vacating the premises, a written release from the property owner of  
18 each property disturbed or otherwise interfered with by reasons of construction pursued  
19 under this contract. The statement shall be signed by the private property owner, or  
20 proper authority acting for the owner of the private property affected, stating that  
21 permission has been granted to use the property and all necessary permits have been  
22 obtained or, in the case of a release, that the restoration of the property has been  
23 satisfactorily accomplished. The statement shall include the parcel number, address,  
24 and date of signature. Written releases must be filed with the Engineer before the  
25 Completion Date will be established.  
26

## 27 **1-08 PROSECUTION AND PROGRESS**

28  
29 Add the following new section:

### 30 **1-08.0 Preliminary Matters**

31  
32 (March 28, 2012 COA GSP)

#### 33 **Preconstruction Conference**

34  
35 Prior to the Notice to Proceed, a preconstruction conference will be held between the  
36 Contractor, the City, and such other interested parties as may be invited. The purpose of the  
37 preconstruction conference will be:

- 38 1. To review the initial progress schedule;
- 39 2. To establish a working understanding among the various parties associated or  
40 affected by the work;
- 41 3. To establish and review procedures for progress payment, notifications, approvals,  
42 submittals, etc.;
- 43 4. To establish normal working hours for the work;
- 44 5. To review safety standards and traffic control; and
- 45 6. To discuss such other related items as may be pertinent to the work.  
46

47 Unless otherwise approved by the City, the Contractor shall prepare and submit at the  
48 preconstruction conference the following:

- 49 1. Schedule of work
- 50 2. Schedule of Values for Lump Sum bid items
- 51 3. Material submittals, unless submitted prior to meeting

1 4. All other submittals required by the Contract Documents

2

3 Add the following new section:

4

5 (March 28, 2012 COA GSP)

6 **Hours of Work**

7

8 Except in the case of emergency or unless otherwise approved by the City, per AMC  
9 11.01.120, the normal hours for construction and development activity, or operation of any  
10 heavy equipment shall be between 7:00 am and 7:00 pm, Monday through Friday.  
11 Construction activities may occur on Saturday between the 7:00 am and 7:00 pm as long as  
12 inspections are not required for work being performed on that day. Saturday inspections can  
13 be requested by the Contractor, however, approval depends on City staff availability and  
14 conditions stated below.

15

16 No construction is allowed on Sunday or the following City recognized holidays.

17

18 New Years Day

19 Presidents Day

20 Independence Day

21 Veterans Day

22 Martin Luther King birthday recognition

23 Memorial Day

24 Labor Day

25 Thanksgiving and the Friday after

26 Christmas Day

27

28 If a Contractor desires to perform work on holidays, Sundays, or outside of hours stated  
29 above, the Contractor shall apply in writing to the Engineer for permission to work such  
30 times. Permission to work Saturdays, Sundays, holidays or other than the agreed upon  
31 normal straight time working hours Monday through Friday may be given subject to certain  
32 other conditions set forth by the Contracting Agency or Engineer. These conditions may  
33 require the Contractor to reimburse the Contracting Agency for the costs in excess of  
34 straight-time costs for Contracting Agency employees who worked during such times.

35

36 Approval to continue work during non standard hours may be revoked at any time the  
37 Contractor exceeds the Contracting Agency's noise control regulations or complaints are  
38 received from the public or adjoining property owners regarding the noise from the  
39 Contractor's operations. The Contractor shall have no claim for damages or delays should  
40 such permission be revoked for these reasons.

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1  
2 Add the following new section:

3  
4 (\*\*\*\*\*)

5 **Coordination with Community Events**

6 No roadway closures, pedestrian access closures, or weekend work shall be allowed on  
7 dates of special events at the Stillaguamish Pioneer Museum, Arlington Airport Fly In, or  
8 sponsored bicycle rides through the project corridor. Contractor shall assume special events  
9 will impact work for up to 3 calendar days per each of up to 4 occurrences not including the  
10 Arlington Fly In special event which the Contractor shall assume will impact work from July  
11 10-14, 2013.

12  
13 **Subcontracting**

14  
15 Section 1-08.1 is supplemented with the following:

16  
17 (October 12, 1998)

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

24  
25 A Subcontractor or lower tier Subcontractor will not be permitted to perform any work  
26 under the contract until the following documents have been completed and submitted to  
27 the Engineer:

- 28  
29 1. Request to Sublet Work (Form 421-012), and  
30 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for  
31 Federal-aid Projects (Form 420-004).

32  
33 The Contractor's records pertaining to the requirements of this Special Provision shall  
34 be open to inspection or audit by representatives of the Contracting Agency during the  
35 life of the contract and for a period of not less than three years after the date of  
36 acceptance of the contract. The Contractor shall retain these records for that period.  
37 The Contractor shall also guarantee that these records of all Subcontractors and lower  
38 tier Subcontractors shall be available and open to similar inspection or audit for the  
39 same time period.

40  
41 ***Subcontract Completion and Return of Retainage Withheld***

42  
43 Section 1-08.1(1) is revised to read:

44  
45 (June 27, 2011)

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

48  
49 **Requirements**

- 50 1. The Prime Contractor or Subcontractor shall make payment to the  
51 Subcontractor not later than ten (10) days after receipt of payment from



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the Contracting Agency for work satisfactorily completed by the Subcontractor, to the extent of each Subcontractor's interest therein.

- 2. Prompt and full payment of retainage from the Prime Contractor to the Subcontractor shall be made within 30 days after Subcontractor's Work is satisfactorily completed.
- 3. For purposes of this Section, a Subcontractor's work is satisfactorily completed when all task and requirements of the Subcontract have been accomplished and including any required documentation and material testing .
- 4. Failure by a Prime Contractor or Subcontractor to comply with these requirements may result in one or more of the following:
  - a. Withholding of payments until the Prime Contractor or Subcontractor complies
  - b. Failure to comply shall be reflected in the Prime Contractor's Performance Evaluation
  - c. Cancellation, Termination, or Suspension of the Contract, in whole or in part
  - d. Other sanctions as provided by the subcontractor or by law under applicable prompt pay statutes.

**Conditions**

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

**Payment**

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

**1-08.3(2)B Type B Progress Schedule**

(March 13, 2012 APWA GSP)

Revise the first paragraph to read:

The Contractor shall submit a preliminary Type B Progress Schedule at or prior to the preconstruction conference. The preliminary Type B Progress Schedule shall comply with all of these requirements and the requirements of Section 1-08.3(1), except that it may be limited to only those activities occurring within the first 60-working days of the project.

Revise the first sentence of the second paragraph to read:

1 The Contractor shall submit 5 copies of a Type B Progress Schedule depicting the entire  
2 project no later than 21-calendar days after the preconstruction conference.  
3

4 Add the following paragraph:

5  
6 (\*\*\*\*\*)

7 A minimum bid of \$10,000 lump sum has been established for the item "Type B  
8 Progress Schedule." The Contractor's bid shall equal or exceed that amount. If the  
9 Contractor's bid is less than the minimum specified amount, the Contracting Agency will  
10 unilaterally revise the bid amount to the minimum specified amount and recalculate the  
11 Contractor's total bid amount. The corrected total bid amount will be used by the  
12 Contracting Agency for award purposes and to fix the amount of the contract bond.

13  
14 **Prosecution of Work**

15 (January 22, 2011 COA GSP)

16  
17 Delete first sentence of first paragraph of Section 1-08.4.

18  
19 Section 1-08.5 is supplemented with the following:

20  
21 (March 29, 2012 COA GSP)

22 Replace the third and fourth paragraph of Section 1-08.5 with the following:

23  
24 Contract time shall begin on the first working day following the 14<sup>th</sup> calendar day after the  
25 date the Contracting Agency executes the Contract. Construction work shall not begin until  
26 Notice to Proceed is issued by the City and all appropriate submittals have been reviewed  
27 and approved by the City. Mobilization may occur prior to Notice to Proceed, pending  
28 approval by the Engineer.

29  
30 Each working day shall be charged to the contract as it occurs, until the contract work is  
31 physically complete. If substantial completion has been granted and all the authorized  
32 working days have been used, charging of working days will cease. Each week the  
33 Engineer will provide the Contractor a statement that shows the number of working days: (1)  
34 charged to the contract the week before; (2) specified for the physical completion of the  
35 contract; and (3) remaining for the physical completion of the contract. The statement will  
36 also show the nonworking days and any partial or whole day the Engineer declares as  
37 unworkable. Within 10 calendar days after the date of each statement, the Contractor shall  
38 file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the  
39 protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount  
40 of time disputed. By not filing such detailed protest in that period, the Contractor shall be  
41 deemed as having accepted the statement as correct. If the Contractor elects to work 10  
42 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-  
43 10 shift is worked would ordinarily be charged as a working day then the fifth day of that  
44 week will be charged as a working day whether or not the Contractor works on that day.

45  
46 Replace the sixth paragraph of Section 1-08.5 with the following:

47  
48 The Engineer will give the Contractor written notice of the completion date of the contract  
49 after all the Contractor's obligations under the contract have been performed by the  
50 Contractor. The following events must occur before the Completion Date can be  
51 established:

52 1. The physical work on the project must be complete; and

- 1 2. The Contractor must furnish all documentation required by the contract and required  
2 by law, to allow the Contracting Agency to process final acceptance of the contract.  
3 The following documents must be received by the Project Engineer prior to  
4 establishing a completion date:  
5 a. Certified Payrolls (Federal-aid Projects)  
6 b. Material Acceptance Certification Documents  
7 c. Annual Report of Amounts Paid as MBE/WBE Participants or Quarterly Report of  
8 Amounts Credited as DBE Participation, as required by the Contract Provisions.  
9 d. Final Contract Voucher Certification  
10 e. Property owner releases per Section 1-07.24

11  
12 Section 1-08.5 is supplemented with the following:

13  
14 (March 13, 1995)  
15 This project shall be physically completed within 250 working days.  
16

### 17 **Extensions of Time**

18  
19 Item number 1 in Section 1-08.8 is supplemented with the following:

20  
21 (January 20, 2012 COA GSP)  
22 The NOAA weather gauge located at the City of Arlington Wastewater Treatment Plant shall  
23 be the official rain gauge used to determine level of rainfall within the project area.  
24

### 25 **Liquidated Damages**

26  
27 (April 6, 2009)  
28 Delayed completion of “Fish Passage Culvert Prairie Creek”, “Fish Passage Culvert  
29 Portage Creek 67th”, and “Fish Passage Culvert Portage Creek 69th” will result in  
30 impacts to the traveling public, increase fuel consumption, increase vehicle operating  
31 costs, increase pollution, and cause other inconveniences and harm.  
32

33 Accordingly, the Contractor agrees:

- 34  
35 1. To pay \$10,000 liquidated damages per day for each calendar day prorated to  
36 the nearest day that the work is not completed as specified in Section 1-10.2(2)  
37 **Fish Passage Culvert Construction Road Closure and Detour.**  
38  
39 2. To authorize the Engineer to deduct these liquidated damages from any money  
40 due or coming due the Contractor.  
41

### 42 **Termination of Contract**

43  
44 ***Termination for Default***  
45 In Section 1-08.10(1), replace last sentence of fourth to last paragraph with the  
46 following:  
47

48 (February 17, 2011 COA GSP)  
49 If total expenses and damages exceed the unpaid balance, the Contractor and the  
50 Surety shall be jointly and severally liable to the Contracting Agency and shall pay the  
51 difference to the Contracting Agency on demand.

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Add the following new section:

**1-08.11 Project Management On-Line System**

**1-08.11(1) General Requirements**

Contractor shall utilize the on-line Project Management System (SharePoint) for Submittals, RFIs, and some document distribution. (Design change documents and other pertinent information as determined by the Construction Manager or Owner will be posted to SharePoint for distribution.)

The Contractor shall attend one training session (estimated 2–3 hours) for staff involved in document control. Training to be provided by the Construction Manager. Any additional training needed shall be at Contractor's expense. The Contractor shall provide all pertinent telephone numbers, and email addresses, to the Construction Manager as soon as those numbers become available.

All submittals and RFIs must be submitted electronically using SharePoint, including hand drawn sketches and catalog cuts. The only exceptions are if file size (>5 MB) or document/sample packaging is such that an electronic copy is not feasible. Each party to the Contract will be responsible for scanning (in color when appropriate and appropriately sized) documents for submission to SharePoint .

If electronic submission of submittals through SharePoint is not possible per the guidelines above, and for all other communications, such as change proposals, invoices, general correspondence, etc. – submit 3 hard copies, fax, and/or e-mail per the procedures detailed in the Contract Documents and at the Preconstruction Conference.

**1-08.11 (2) Equipment Requirements**

The Contractor shall have on-line capabilities installed for connection to, and utilization of, SharePoint. The Construction Manager's scanner/copier will not be available to the Contractor.

System Requirements: CD/RW Drive, 10/100 NIC card, MS Office (XP or 2007), Internet Explorer 7, Internet Service Provider, high speed internet connection, Adobe Acrobat Reader 7.0 or higher, and color scanner.

**1-08.11 (3) Payment**

There will be no charge to access the on-line Project Management System. Costs for training of, use of, and meeting system requirements for the project management on-line system shall be included in associated items of work.

**MEASUREMENT AND PAYMENT**

**1-09.6 Force Account**

(October 10, 2008 APWA GSP)

Supplement this section with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common proposal for Bidders.

1 All such dollar amounts are to become a part of Contractor's total bid. However, the  
2 Contracting Agency does not warrant expressly or by implication, that the actual amount  
3 of work will correspond with those estimates. Payment will be made on the basis of the  
4 amount of work actually authorized by Engineer.  
5

## 6 **Payment For Material On Hand**

7  
8 The last paragraph of Section 1-09.8 is revised to read:  
9

10 *(August 3, 2009 WSDOT GSP)*

11 The Contracting Agency will not pay for material on hand when the invoice cost is less  
12 than \$2,000. As materials are used in the work, credits equaling the partial payments  
13 for them will be taken on future estimates. Each month, no later than the estimate due  
14 date, the Contractor shall submit a letter to the Project Engineer that clearly states: 1)  
15 the amount originally paid on the invoice (or other record of production cost) for the  
16 items on hand, 2) the dollar amount of the material incorporated into each of the various  
17 work items for the month, and 3) the amount that should be retained in material on hand  
18 items. If work is performed on the items and the Contractor does not submit a letter, all  
19 of the previous material on hand payment will be deducted on the estimate. Partial  
20 payment for materials on hand shall not constitute acceptance. Any material will be  
21 rejected if found to be faulty even if partial payment for it has been made.  
22

## 23 **1-09.9 Payments**

24 (March 13, 2012 APWA GSP)  
25

26 Delete the first four paragraphs and replace them with the following:  
27

28 The basis of payment will be the actual quantities of Work performed according to the  
29 Contract and as specified for payment.  
30

31 The Contractor shall submit a breakdown of the cost of lump sum bid items at the  
32 Preconstruction Conference, to enable the Project Engineer to determine the Work  
33 performed on a monthly basis. A breakdown is not required for lump sum items that  
34 include a basis for incremental payments as part of the respective Specification. Absent  
35 a lump sum breakdown, the Project Engineer will make a determination based on  
36 information available. The Project Engineer's determination of the cost of work shall be  
37 final.  
38

39 Progress payments for completed work and material on hand will be based upon  
40 progress estimates prepared by the Engineer. A progress estimate cutoff date will be  
41 established at the preconstruction conference.  
42

43 The initial progress estimate will be made not later than 30 days after the Contractor  
44 commences the work, and successive progress estimates will be made every month  
45 thereafter until the Completion Date. Progress estimates made during progress of the  
46 work are tentative, and made only for the purpose of determining progress payments.  
47 The progress estimates are subject to change at any time prior to the calculation of the  
48 final payment.  
49

50 The value of the progress estimate will be the sum of the following:

- 1 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of
- 2 work completed multiplied by the unit price.
- 3 2. Lump Sum Items in the Bid Form — based on the approved Contractor’s lump sum
- 4 breakdown for that item, or absent such a breakdown, based on the Engineer’s
- 5 determination.
- 6 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site
- 7 or other storage area approved by the Engineer.
- 8 4. Change Orders — entitlement for approved extra cost or completed extra work as
- 9 determined by the Engineer.

10  
11 Progress payments will be made in accordance with the progress estimate less:

- 12 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
- 13 2. The amount of progress payments previously made; and
- 14 3. Funds withheld by the Contracting Agency for disbursement in accordance with the
- 15 Contract Documents.

16  
17 Progress payments for work performed shall not be evidence of acceptable performance

18 or an admission by the Contracting Agency that any work has been satisfactorily

19 completed. The determination of payments under the contract will be final in accordance

20 with Section 1-05.1.

21  
22 Section 1-09.9(1) content and title is deleted and replaced with the following:

23 **(June 27, 2011 WSDOT GSP)**

24 **Vacant**

25  
26 ***Time Limitation and Jurisdiction***

27 Section 1-09.11(3) is supplemented with the following:

28  
29 (May 26, 2011 COA GSP)

30 Any claim against the City for damages, expenses, costs or extras arising out of the

31 performance of the contract must be made in writing to the City within thirty (30)

32 calendar days after the discovery of such damage, and in no event later than the time of

33 approval by owner of final payment. Contractor, upon making applications for final

34 payment, shall be deemed to have waived this right to claim for any other damages for

35 which claim has not been made, unless such claim for final payment includes notice of

36 additional claim and fully describes the alleged damage.

37  
38 **1-09.13(3) Claims \$250,000 or Less**

39 (October 1, 2005 APWA GSP)

40  
41 Delete this Section and replace it with the following:

42  
43 The Contractor and the Contracting Agency mutually agree that those claims that total

44 \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by

45 nonbinding ADR processes, shall be resolved through litigation unless the parties

46 mutually agree in writing to resolve the claim through binding arbitration.

1 **1-09.13(3)A Administration of Arbitration**  
2 (October 1, 2005 APWA GSP)

3  
4 Revise the third paragraph to read:

5  
6 The Contracting Agency and the Contractor mutually agree to be bound by the decision  
7 of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered  
8 in the Superior Court of the county in which the Contracting Agency's headquarters are  
9 located. The decision of the arbitrator and the specific basis for the decision shall be in  
10 writing. The arbitrator shall use the contract as a basis for decisions.

11  
12 **TEMPORARY TRAFFIC CONTROL**

13  
14 ***General***

15  
16 Section 1-10.2(1) is supplemented with the following:

17  
18 (December 1, 2008)  
19 Only training with WSDOT TCS card and WSDOT training curriculum is recognized  
20 in the State of Washington. The Traffic Control Supervisor shall be certified by one  
21 of the following:

22  
23 The Northwest Laborers-Employers Training Trust  
24 27055 Ohio Ave.  
25 Kingston, WA 98346  
26 (360) 297-3035

27  
28 Evergreen Safety Council  
29 401 Pontius Ave. N.  
30 Seattle, WA 98109  
31 1-800-521-0778 or  
32 (206) 382-4090

33  
34 The American Traffic Safety Services Association  
35 15 Riverside Parkway, Suite 100  
36 Fredericksburg, Virginia 22406-1022  
37 Training Dept. Toll Free (877) 642-4637  
38 Phone: (540) 368-1701

39  
40 **Traffic Control Management**

41  
42 ***Traffic Control Plans***

43  
44 Section 1-10.2(2) is supplemented with the following:

45 (\*\*\*\*\*)  
46 The Plans provide a method for performing traffic control. Any revisions to this plan  
47 must be submitted by the Contractor to the Engineer for approval.

48  
49 Section 1-10.2(2) is supplemented with the following:

50 (\*\*\*\*\*)  
51 **Two-Way Traffic**

1 Two way traffic must be maintained at all times, with the exception of the fish  
2 passage culvert construction road closure and detour as described in this section.

3  
4 (\*\*\*\*\*)

5 **Fish Passage Culvert Construction Road Closure and Detour**

6 The fish passage culverts on 67th Ave NE for Prairie Creek and Portage Creek will  
7 be constructed on two separate three day weekend road closures. 67th Ave NE  
8 may be closed from 7:00 PM Friday to 5:00 AM Tuesday. During the closure, an  
9 approved detour must be in place.

10  
11 21 calendar days prior to any road closure, the Contractor shall submit a Detour  
12 Plan for approval by the Engineer. The Detour Plan must indicate the detour route  
13 and all signing to be provided. No separate payment will be made for the Detour  
14 Plan and cost shall be included in other bid items.

15  
16 See Section 1-08 for further restrictions on road closure.

17  
18 (\*\*\*\*\*)

19 **Pedestrian Control and Protection**

20 If no alternative is proposed within the contract plans, all existing pedestrian routes  
21 and access points within the project limits, including trails, sidewalks, shoulders that  
22 are used as sidewalks, and crosswalks, shall remain open and clear at all times.  
23 The Contractor may propose Traffic Control Plans (TCP's) that comply with the  
24 MUTCD, ADA requirements, and these Specifications. Contractor proposed TCP's  
25 detailing the alternative accessible pedestrian route shall be approved by the  
26 Engineer prior to implementation. The plans will either be returned for correction,  
27 approved as noted, or approved for use by the end of a 10-day review period.  
28 Each time the plan is returned for correction, an additional 10-day review period  
29 may be necessary.

30  
31 When the Engineer allows work areas to encroach upon a sidewalk, shoulder that  
32 is used as sidewalk or crosswalk area, and minimum clear width of 48-inches  
33 (sidewalk) 72" (trail) cannot be maintained for pedestrian use, an alternative  
34 accessible pedestrian route shall be provided. Separation of pedestrians from the  
35 work area and vehicular traffic is required.

36  
37 Protective barricades, fencing, and bridges, together with warning and guidance  
38 devices and signs, shall be utilized so that the passageway for pedestrians is safe,  
39 well defined and accessible. Whenever pedestrian walkways are provided across  
40 excavations, they shall be provided with suitable handrails. Foot bridges shall be  
41 safe, strong, and free of bounce and sway, have a slip resistant coating, and be  
42 free of cracks, holes and irregularities that could cause tripping. Ramps, with a  
43 maximum slope of 8.3%, shall be provided at the entrance and exit of all raised  
44 footbridges. The maximum cross slope shall be 2.0%. When the existing facility is  
45 illuminated or TCP's requires illumination, illumination shall be provided during the  
46 hours of darkness. Retroreflective delineation shall be provided during hours of  
47 darkness.

48  
49 Where accessible pedestrian routes are allowed to be closed by the Engineer  
50 during construction, an alternate accessible pedestrian route shall be provided that  
51 complies with the MUTCD, ADA requirements and these Specifications. The  
52 alternate accessible pedestrian route shall not have abrupt changes in grade or



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terrain. Barriers and channelizing devices shall be detectable to pedestrians who have visual disabilities. Where it is necessary to divert pedestrians into the roadway, barricading or channelizing devices shall be provided to separate the pedestrian route from the adjacent vehicular traffic lane. Barricading or channelizing devices used to separate pedestrian and vehicular traffic shall be crashworthy and, when struck by vehicles, present a minimum threat to pedestrians, workers, and occupants of impacting vehicles. At no time shall pedestrians be diverted into a portion of the street used concurrently by moving vehicular traffic.

In addition the Traffic Control Plan shall address the following:

- All pedestrians, including persons with disabilities, shall be provided with a safe and accessible route.
- The width of the existing pedestrian sidewalk facility shall be maintained if possible. When it is not possible to maintain a minimum width of 60-inches throughout the entire length of the pedestrian route, a minimum width of 48-inches shall be provided with 60-inch x 60-inch passing zones spaced at maximum intervals of 200-feet to allow individuals in wheelchairs to pass. Pedestrian facilities used for Centennial Trail routes should maintain a minimum width of 72-inches throughout the entire length of the pedestrian trail route.
- Traffic control devices and other construction materials and features shall not intrude into the usable width of the sidewalk, alternate accessible pedestrian route, or other pedestrian facility.
- Signs and other devices mounted lower than 84-inches above the temporary accessible pedestrian route shall not project more than 4-inches into the accessible pedestrian route.
- A smooth, continuous hard surface shall be provided throughout the entire length and width of the pedestrian route throughout construction. There shall be no curbs or vertical elevation changes greater than 1/2-inch in grade or terrain that could cause tripping or be a barrier to wheelchair use. Vertical elevation differences between 1/4-inch and 1/2-inch shall be beveled at a maximum 2:1 slope.
- When channelization is used to delineate a pedestrian pathway, a continuous detectable edging shall be provided throughout the length of the facility such that pedestrians using a cane can follow it. Edging shall protrude at least 6-inches above the surface of the sidewalk or pathway with the bottom of the edging a maximum of 2-1/2 inches above the surface.
- Temporary ramps shall be provided when an alternate accessible pedestrian route crosses a curb and no permanent curb ramps are in place. The width of the curb ramp shall be a minimum of 48-inches and the maximum slope of the ramp shall be 8.3%. The maximum cross slope shall be 2.0%. The bottom of the curb ramp shall be flush with the

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Roadway. Temporary detectable warning mats shall be installed at street crossings.

- When possible, an alternate accessible pedestrian route shall be provided on the same side of the street as the disrupted route. When it is not possible, the alternate route shall be clearly identified at the nearest intersection crossing prior to the closure area.
- Information regarding closed pedestrian routes, alternate crossings, and sign and signal information shall be communicated to pedestrians with visual disabilities by providing devices such as audible information devices, accessible pedestrian signals, or barriers and channelizing devices that are detectable to the pedestrians traveling with the aid of a cane or who have low vision.
- It is desirable that pedestrians cross to the opposite side of the roadway at intersections rather than mid-block. Appropriate signing shall be placed at the intersections prior to any pedestrian route closure.
- At locations where adjacent alternate walkways cannot be provided, appropriate signs shall be posted at the limits of construction and in advance of the closure at the nearest crosswalk or intersection, to divert pedestrians across the street. Physical barricades shall be installed to prevent visually impaired people from inadvertently entering a closed area.

**Measurement**

***Lump Sum Bid for Project (No Unit Items)***

Section 1-10.4(2) is supplemented with the following:

(August 2, 2004)

The bid proposal does not contain the item "Project Temporary Traffic Control," lump sum. The provisions of Section 1-10.4(2) shall apply.

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**DIVISION 2  
EARTHWORK**

**CLEARING, GRUBBING, AND ROADSIDE CLEANUP**

**Construction Requirements**

***Roadside Cleanup***

Section 2-01.3(4) is supplemented with the following:

(January 5, 1998)

Landscape restoration as directed by the Engineer

**REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

**Description**

Section 2-02.1 is supplemented with the following:

(March 13, 1995)

This work shall consist of removing miscellaneous traffic items.

**Construction Requirements**

Section 2-02.3 is supplemented with the following:

(February 17, 1998)

***Removal of Obstructions***

Prairie Creek Culvert

Portage Creek Culvert

Sanitary Sewer Manhole

Water Main Pipe

Water Service

Fire Hydrant Assembly

Hydrant Valve

Fence

Ecology Block

Pavement

Storm Drain Pipe

Storm Drain Catch Basins

Storm Drain Manholes

Sanitary Sewer Pipe

Sanitary Sewer Manholes

(March 13, 1995)

***Removing Miscellaneous Traffic Items***

The following miscellaneous traffic items shall be removed and disposed of:

Curb and Gutter

Asphalt Extruded Curb

1 (April 18, 2011 COA GSP)

2 **Removal of Miscellaneous Traffic Items**

3

4 Miscellaneous traffic items within the project limits shall be removed with pavement  
5 preparation, including but not limited to existing raised pavement markers (RPM) and  
6 thermoplastic pavement markings. Miscellaneous traffic items shall be removed from  
7 the traveled roadway immediately upon removal. The Contractor shall be responsible  
8 for loose RPM causing damage to vehicles, including but not limited to cracked  
9 windshields and flat tires.

10

11 (January 20, 2011 COA GSP)

12 **Sawcutting of Existing Pavement**

13

14 At the edge of pavement or curb to be removed, the Contractor shall make a vertical  
15 sawcut through the entire thickness of the existing pavement, prior to pavement  
16 removal.

17

18 (May 11, 2011 COA GSP)

19 **Asbestos Handling and Disposal**

20

21 Prior to performance of any contract work, the Contractor shall obtain all permits from,  
22 and provide notification to, the Washington State Department of Labor and Industries,  
23 the U.S. EPA, the local air pollution control agency, and other permitting and regulatory  
24 agencies with jurisdiction over the work involving asbestos as the law requires.

25

26 Prior to commencing asbestos related work, the Contractor shall provide the Engineer  
27 with written verification of approvals and notifications that have been given and I or  
28 obtained from the required jurisdictional agencies, and the Contractor's schedule for all  
29 work involving asbestos removal. The schedule shall include the sequencing and  
30 scheduling of asbestos related work, and coordination with subcontractors. The  
31 Contractor shall notify the Engineer when all approvals have been received and  
32 notifications have been made, as required by the agencies involved.

33

34 The Contractor shall ensure the safety of all workers, visitors to the site, and the general  
35 public in accordance with all applicable laws, rules, and regulations.

36

37 The Contractor shall designate a Washington State Certified Asbestos Supervisor (CAS)  
38 to personally supervise the asbestos removal and to ensure that the handling and  
39 removal of the asbestos is accomplished by certified asbestos workers, pursuant to  
40 Washington State Department of Labor and Industries standards. The Contractor shall  
41 ensure that the removal and disposal of asbestos meets the requirements of EPA  
42 regulation 40 CFR Part 61, local health department regulations, and all other applicable  
43 regulations. The Contractor shall provide asbestos worker certifications for each worker  
44 working with the asbestos cement watermain and other asbestos materials encountered  
45 in the work. All workers involved with the asbestos cement watermain are required to  
46 have current certification.

47

48 In accordance with WAC 173-400-075, the Contractor shall notify and obtain the  
49 necessary permits for asbestos removal from the local air pollution control authority.  
50 Handling and removal of asbestos shall be accomplished by certified workers only as  
51 required by WAC 296-65-030. Disposal of asbestos shall meet the requirements of EPA

1 regulation 40 CFR Part 61, Sections 61-152 and 61-156 and local health department  
2 regulations.

3  
4 It is anticipated that the majority of the asbestos cement watermain will be abandoned  
5 in-place and that small sections will be removed if necessary due to conflicts to install  
6 new utilities. If abandoned in-place, the existing AC piping shall be disassembled  
7 without saw cutting and left in the trench. If the AC pipe is sawcut or removed from the  
8 trench, the Contractor shall be responsible for all fees, certifications and permits and  
9 work shall be performed in accordance with the requirements of the various agencies.  
10 The Contractor is advised that the existing asbestos cement (AC) water main and  
11 service connections are fragile in nature. The Contractor shall, therefore, sequence  
12 his/her activities in such a manner as to avoid damage to the AC water main and  
13 service connections.

14

## 15 **Relocating Sign**

16

17 Where shown in the plans, the Contractor shall relocate the sign at the Pioneer  
18 Museum. The sign shall be relocated to a location directed by the Engineer.

19

20 Prior to relocating the sign, the Contractor shall submit to the Engineer a relocation plan  
21 for Engineer approval. The relocation plan shall include the method for removing the  
22 sign from its current location, means and methods for moving the sign, and means and  
23 methods for installing the sign in the new location. The plan shall include all equipment  
24 to be used and methods to ensure no damage occurs to the sign.

25

26 Any damage to the sign shall be repaired at Contractor expense to the satisfaction of  
27 the Engineer.

28

## 29 **Measurement**

30

31 Section 2-02.4 is supplemented with the following:

32

33 (June 25, 2010 COA GSP)

34 "Sawcutting Existing Pavement", per linear foot

35 Sawcutting existing pavement will be measured by the linear foot along the pavement  
36 being cut.

37

38 (\*\*\*\*\*)

39 Asbestos handling and disposal shall be measured and paid for as part of Ductile Iron  
40 WM \_\_\_\_\_ In." in accordance with Section 7-09.4.

41

42 "Relocating Sign", per lump sum

43

## 44 **Payment**

45

46 Section 2-02.5 is supplemented with the following:

47

48 (June 25, 2010 COA GSP)

49 "Sawcutting Existing Pavement", per linear foot

50 The unit contract price per linear foot for "Sawcutting Existing Pavement" shall be full  
51 pay for all labor, tools, equipment, and materials necessary to complete the work as  
52 specified.

1 (\*\*\*\*\*)  
2 “Relocating Sign”, per lump sum  
3 The lump sum contract price for “Relocating Sign” shall be full pay for all labor, tools,  
4 equipment and materials necessary to relocation the structures, including preparation of  
5 the relocation plan, removing the structures from their current location, moving the  
6 structures, construction the foundation per the contractor submitted plan, and  
7 permanently locating the structures in their new location.  
8

## 9 **ROADWAY EXCAVATION AND EMBANKMENT**

### 10 **Widening of Cuts**

11  
12 Section 2-03.1 shall be supplemented with the following:

13  
14  
15 (NWR January 3, 2006)

16  
17 This work shall also consist of excavating and grading for the construction of  
18 mitigation sites, including hauling and disposing of all unwanted excavated  
19 material from within the project limits.  
20

21 (\*\*\*\*\*)

### 22 **Existing Concrete Panels**

23  
24 The roadways within the project limits contain portland cement concrete panels  
25 beneath the asphalt concrete surfacing. The unit price for “Roadway Excavation”  
26 shall include removal of the portland cement concrete panels, and no separate  
27 payment will be made.  
28

29 Section 2-03.3 is supplemented with the following:

30  
31 ***(NWR July 27, 2009)***

### 32 ***Mitigation Excavation Including Haul***

33 The Contractor shall use the survey control points indicated in the Plans. Prior to  
34 beginning work, the Contractor shall verify that the elevations of control points  
35 match those shown in the Plans. If elevations differ from the Plans, the Contractor  
36 shall immediately notify the Engineer to provide clarification.  
37

38 Wetland and stream channel excavation includes excavating existing soils to finish  
39 grades and subgrades. Elevations shown in the Plans represent finish grades after  
40 placement of topsoil and streambed gravels, and prior to placement of soil  
41 amendment, compost, mulch, or other materials.  
42

- 43 1. For areas without topsoil or streambed gravel specified: Excavate to the  
44 elevations shown in the Plans.
- 45  
46 2. For areas with topsoil or streambed gravel specified: Over-excavate to  
47 subgrades to accommodate the depth of depth of topsoil or streambed  
48 gravels as shown in the Plans.  
49

### 50 **Timing of Excavation**

51 The work will bring the ground elevation within close proximity to the water table.  
52 The Contractor is advised that excavation conditions will vary based upon seasonal

1 water table elevations and weather conditions. Excavation of the \*\*\*Prairie Creek  
2 and Portage Creek\*\*\* sites for this project shall be performed between \*\*\*July 1 \*\*\*  
3 and \*\*\*September 30\*\*\*. The groundwater data for the site is available in the  
4 geotechnical report in the appendix.  
5

### 6 **Schedule**

7 The Contractor shall include the proposed schedule for all work on the mitigation  
8 site in the progress schedule prepared in accordance with the requirements of  
9 Section 1-08.3.

10 The schedule shall indicate:

- 11 1. Herbicide applications prior to clearing and grubbing, if indicated in the  
12 contract.
- 13 2. The proposed start and finish times for mitigation excavation and grading  
14 activities.
- 15 3. The proposed times for two inspections by the Agency's Interdisciplinary  
16 Team.  
17  
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21

### 22 **Interdisciplinary Team (IDT)**

23 The Interdisciplinary Team will include, but is not limited to:

- 24 • Project Engineer
- 25 • Project Biologist

### 26 **Grading and Timing**

- 27 1. The Contractor shall request that the Engineer schedule the interdisciplinary  
28 team inspections. The Contractor shall allow three working days from the  
29 initial notification to the Engineer for the completion of the inspections.  
30  
31
- 32 2. Survey data shall be provided by the Contractor for review at the time of the  
33 inspections. Adjustments to the grades may be required to ensure successful  
34 mitigation. Grading tolerance shall be within  $\pm 0.10$  foot of the grades shown in  
35 the Plans or as adjusted as a result of a prior inspection.  
36
- 37 3. Inspection timing:
  - 38 a. The first inspection shall occur when approximately one-third of the area  
39 of the site is graded to the elevations shown in the Plans. Grading  
40 tolerance shall be within  $\pm 0.25$  foot of the grades shown in the Plans at  
41 the time of the first inspection. If general elevations need to be raised or  
42 lowered as compared to the Plans, the Engineer may request adjustments  
43 to the grades shown in the Plans and the continued removal of soil shall  
44 be completed.
  - 45 b. Following the first inspection, the Contractor shall grade the site to the  
46 contours and spot elevations as shown in the Plans and the agreed upon  
47 adjustments. Grading tolerance shall be within  $\pm 0.10$  foot of the grades  
48 shown in the Plans or as adjusted as a result of a prior inspection. c. The  
49 second inspection shall be scheduled to occur when the Contractor has  
50 completed approximately 90% of the excavation and grading on the entire  
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site as adjusted from the first inspection, and before equipment has been removed from the site.

4. Approval:

- a. Once approved, the Contractor shall complete the remaining 10% of the grading. All excess material shall be removed from the site.
- b. If modifications to grades are required, and the final 10% of material is needed to adjust grades within the site, this will constitute additional grading and finish work beyond that shown in the Plans, and shall be accomplished under the force account bid item. "Landscape Grading".
- c. Additional inspections and additional adjustments may be required prior to acceptance of the work.
- d. All excess material shall become the property of the Contractor and shall be disposed of off the project site in accordance with Section 2-03.3(7)C.

**(NWR January 3, 2011)**

**Mitigation Pre-Construction Meeting**

The mitigation pre-construction meeting shall include a site review with the Engineer and the Contracting Agency's inter-disciplinary team. The multi-disciplinary team will include, at a minimum, the Contracting Agency's biologist, landscape architect, and environmental permit coordinator.

A minimum of 10 calendar days prior to the start of any mitigation work, the Contractor shall request the pre-construction meeting and site review and shall include the meeting dates in the required progress schedule, and as specified in Section 1-08.

This requirement applies to the following mitigation site(s):

- \*\*\* Portage Creek Wetland Enhancement \*\*\*
- \*\*\* Prairie Creek Fish Passage \*\*\*

**Contractor-Provided Disposal Site**

Section 2-03.3(7)C, shall be supplemented with the following:

(July 12, 2011 COA GSP)

A waste site has not been provided by the City for the disposal and/or storage of surplus materials and debris.

- 1. It shall be the responsibility of each bidder to thoroughly plan for material disposal at the time of project planning and bid preparation.
- 2. The Contractor shall provide the City with copies of all permits for disposal and/or storage of surplus materials within 14 calendar days after award of the contract. The Engineer will review the permit(s) and waste site(s) and either allow the use of or reject the disposal and/or storage sites(s) within 7 calendar days after receipt of the permits. The Contractor is responsible for obtaining permits from the appropriate agency.



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The Engineer will use the following criteria to evaluate disposal and/or storage sites(s) located within the City of Arlington:

- a) WAC 173-304 Minimum Functional Standards for Solid Waste Handling, in accordance with applicable sections 400 through 462.
- b) Applicable sections of the Snohomish Health District Sanitary Code Chapter 3.1 - Regulations Governing Solid Waste Handling.
- c) Applicable sections of the City of Arlington Comprehensive Plan Policies.
- d) Applicable regulations of Snohomish County Solid Waste.
- e) Disposal of excess fill material within a wetland area will not be allowed without a Section 404 permit issued by the U.S. Corps of Engineers and approved by the local agency with jurisdiction over the wetlands.

A reconnaissance of each submitted facility will be conducted by the City of Arlington. During this visit, the operating procedures and general conditions of the site will be reviewed for compliance with the conditions of the disposal and/or storage site permit and with the applicable City codes and State WACs. If violations of the disposal and/or storage site permit, applicable codes and/or WACs are noted during this reconnaissance, the site will be rejected from further consideration.

In addition, the status of each City grading permit will be checked. Flagged sites, invalid or expired permits will be rejected from further consideration.

If disposal and/or storage site(s) are located outside of the City of Arlington, applicable local policies and ordinances will apply.

3. Following is a typical listing of contract items that are impacted by this specification:
- a. Roadway and general excavation spoils
  - b. Planing bituminous pavement
  - c. Organic debris

The items listed above are for informational purposes only and may not cover all surplus disposal items.

4. The Contractor shall provide to the City a letter certifying the type of material disposed and/or stored at each site, the location of each disposal and/or storage site and the method of disposal and/or reuse of each type of material as a condition to receiving the final contract payment.

**Measurement**

Section 2-03.4 shall be supplemented with the following:

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

1 Mitigation excavation including haul will be measured by the cubic yard. Material  
2 will be measured in its original position by cross-sectioning. Pay quantities will be  
3 computed to the neat lines of the cross-sections staked. Mitigation excavation will  
4 include excavation for the Portage Creek Wetland Enhancement, Prairie Creek  
5 Fish Passage, and Prairie Creek Realignment.  
6

7  
8 **Contractor-Provided Disposal Site**

9 Section 2-03.3(7)C, shall be supplemented with the following:

10  
11 (July 12, 2011 COA GSP)  
12

13 A waste site has not been provided by the City for the disposal and/or storage  
14 of surplus materials and debris.  
15

- 16 1. It shall be the responsibility of each bidder to thoroughly plan for material  
17 disposal at the time of project planning and bid preparation.  
18  
19 2. The Contractor shall provide the City with copies of all permits for disposal  
20 and/or storage of surplus materials within 14 calendar days after award of  
21 the contract. The Engineer will review the permit(s) and waste site(s) and  
22 either allow the use of or reject the disposal and/or storage sites(s) within 7  
23 calendar days after receipt of the permits. The Contractor is responsible for  
24 obtaining permits from the appropriate agency.  
25

26 The Engineer will use the following criteria to evaluate disposal and/or  
27 storage sites(s) located within the City of Arlington:  
28

- 29 a) WAC 173-304 Minimum Functional Standards for Solid  
30 Waste Handling, in accordance with applicable sections 400  
31 through 462.  
32 b) Applicable sections of the Snohomish Health District Sanitary  
33 Code Chapter 3.1 - Regulations Governing Solid Waste  
34 Handling.  
35 c) Applicable sections of the City of Arlington Comprehensive  
36 Plan Policies.  
37 d) Applicable regulations of Snohomish County Solid Waste.  
38 e) Disposal of excess fill material within a wetland area will not  
39 be allowed without a Section 404 permit issued by the U.S.  
40 Corps of Engineers and approved by the local agency with  
41 jurisdiction over the wetlands.  
42

43  
44 A reconnaissance of each submitted facility will be conducted by the City of  
45 Arlington. During this visit, the operating procedures and general  
46 conditions of the site will be reviewed for compliance with the conditions of  
47 the disposal and/or storage site permit and with the applicable City codes  
48 and State WACs. If violations of the disposal and/or storage site permit,  
49 applicable codes and/or WACs are noted during this reconnaissance, the  
50 site will be rejected from further consideration.  
51

52 In addition, the status of each City grading permit will be checked. Flagged

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sites, invalid or expired permits will be rejected from further consideration.

If disposal and/or storage site(s) are located outside of the City of Arlington, applicable local policies and ordinances will apply.

- 3. Following is a typical listing of contract items that are impacted by this specification:
  - a. Roadway and general excavation spoils
  - b. Planing bituminous pavement
  - c. Organic debris

The items listed above are for informational purposes only and may not cover all surplus disposal items.

- 4. The Contractor shall provide to the City a letter certifying the type of material disposed and/or stored at each site, the location of each disposal and/or storage site and the method of disposal and/or reuse of each type of material as a condition to receiving the final contract payment.

**Measurement**

Section 2-03.4 is supplemented with the following:

(March 13, 1995)  
Only one determination of the original ground elevation will be made on this project. Measurement for roadway excavation and embankment will be based on the original ground elevations recorded previous to the award of this contract.

If discrepancies are discovered in the ground elevations which will materially affect the quantities of earthwork, the original computations of earthwork quantities will be adjusted accordingly.

Earthwork quantities will be computed, either manually or by means of electronic data processing equipment, by use of the average end area method or by the finite element analysis method utilizing digital terrain modeling techniques.

Copies of the ground cross-section notes will be available for the bidder's inspection, before the opening of bids, at the Project Engineer's office and at the Region office.

Upon award of the contract, copies of the original ground cross-sections will be furnished to the successful bidder on request to the Project Engineer.

Section 2-03.4 shall be supplemented with the following:

(\*\*\*\*\*)  
Mitigation excavation including haul will be measured by the cubic yard. Material will be measured in its original position by cross-sectioning. Pay quantities will be computed to the neat lines of the cross-sections staked. Mitigation excavation will include excavation for the Portage Creek Wetland Enhancement, Prairie Creek Fish Passage, and Prairie Creek Realignment.

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**Payment**

Section 2-03.5 shall be supplemented with the following:  
*(NWR August 7, 2006)*  
“Mitigation Excavation Incl. Haul”, per cubic yard.

The unit contract price per cubic yard for “Mitigation Excavation Incl. Haul” shall be full payment for all excavation and grading shown in the Plans that is required for construction of the mitigation sites, including all slope rounding, loading, hauling, and disposal of excess material.

**DIVISION 4  
BASES**

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**ASPHALT TREATED BASE**

**Materials**

Section 4-06.2 is supplemented with the following:

(October 25, 1999)  
The grade of paving asphalt used in asphalt treated base shall be PG 64-22 unless otherwise ordered by the Engineer.

**DIVISION 5  
SURFACE TREATMENTS AND PAVEMENTS**

**HOT MIX ASPHALT**

Section 5-04 is supplemented with the following:

(\*\*\*\*)

**POROUS ASPHALT TRAIL**

**Description:**

Includes all labor, material, transportation and services to complete installation of the permeable aggregate base and the porous asphalt paving as shown on the drawings for the trail.

1. Final sub-grade establishment
2. Structural soil-bearing fabric
3. Base course permeable aggregate
4. Porous asphalt paving

**Standard Specifications:**

- A. Design Procedure and General Specifications, Asphalt Paving, Asphalt Association of Washington, Inc., (APAAW);
- B. American Public Works Association, Washington State Chapter, Standard Specifications for Municipal Public Works Construction, (APWA), 2010 edition
- C. American Standard Testing Materials, (ASTM);
- D. American Association of State Highway and Transportation Officials, (AASHTO).

**Submit to the Engineer for approval:**

1. Base course permeable aggregate sieve analysis.
2. Base course permeable aggregate infiltration rate.
3. Equipment and procedures to be utilized for the permeable aggregate installation.
4. Porous asphalt aggregate sieve analysis.
5. Porous asphalt composition.
6. Previous experience of the proposed porous asphalt installer with porous asphalt placement.

**Materials**

**Base Course Permeable CSBCe:**

- A. The base course permeable aggregate shall be installed below the porous asphalt paving or the top course permeable aggregate as applicable.
  - B. Aggregates to be open-graded, fractured, friction course. To ensure free drainage, material to be clean with minimal fines. The compacted top course permeable aggregate minimum infiltration rate of 40 inches per hour.
  - C. Base course material to be a minimum of 75% fractured with at least one fractured face by mechanical means on each individual particle larger than 15 1/4". A sand and gravel source is acceptable for this material.
- Gradation: Aggregate to meet the following particle size limitations.

Sieve Size	Percent Passing By Weight
1- 1/4"	100

1	1"	90-100
2	3/4"	80-100
3	1/2"	50-80
4	3/8"	40-60
5	No. 4	20-40
6	No. 8	15-30
7	No. 30	10-20
8	No. 100	2-10
9	No. 200 (Wet Sieve)	0-3.0
10	No. 270 (Wet Sieve)	0-1.5

11

12 Porous Asphalt Paving:

13

14 A. This mix is intended to have an acceptable balance between adequate and  
 15 uniform permeability and strength.

16 B. The amount of liquid asphalt used in the formulation must be precisely controlled  
 17 to obtain the desired strength while not adversely affecting the permeability.

18

19 a. Aggregate:

- 20 1. Material to be clean, open graded, fractured.
- 21 2. Aggregate to be a minimum of 75% fractured with at least one  
 22 fractured face by mechanical means of each individual particle larger  
 23 than 1/4".
- 24 3. Gradation: Aggregate to meet the following particle size limitations:

25

26	Sieve Size	Percent Passing By Weight
27	5/8"	100
28	1/2"	90-100
29	3/8"	70-90
30	No. 4	20-40
31	No. 8	10-20
32	No. 40	0-8
33	No. 200	0-3

34

35 b. Asphalt Cement:

- 36 1. Cement shall be Pg5822 per DOT AASHOTO MP1.
- 37 2. Mix shall be between 4.0% and 4.5% asphalt by weight based on  
 38 weight of total mix.
- 39 3. Liquid asphalt shall have a liquid anti-stripping agent additive at a  
 40 concentration of 0.3% (Chevron Pave Bond Special), or equal.

41

42 Testing:

43

44 A. The Contractor shall provide testing and surveillance as required to assure  
 45 materials and work fully comply with contractor requirements.

46

47 **Construction Requirements**

48

49 Sub-grade establishment:

50

51 A. No work shall be performed in this section until sub-grade is 100% completed and  
 52 accepted by the Engineer.

1 B. Sub-grade shall be established to within the tolerance of +0.00' or -0.10' of the  
2 design sub-grade elevation.

3

4 Construction Geotextile Installation:

5

6 A. No loose material is allowed on sub-grade prior to placement of structural fabric.  
7 Loose material is to be removed prior to placement.

8 B. Fabric to be laid on smooth, compacted sub-grade surface between drainage  
9 trenches.

10 C. The Engineer prior to placement of geotextile requires approval of sub-grade  
11 conditions.

12 D. Geotextile must be flat on stabilized sub-grade for full width.

13 E. Dimensions to be a minimum width of 8' and minimum continuous length of 30 LF.

14 F. When the length of the fabric is not continuous, the lateral seam shall have a  
15 minimum overlap of 24".

16 G. Fabric shall not be folded or turned up along the edges.

17 H. The fabric shall be field cut as necessary to meet specified tolerances of distance  
18 from drainage trenches.

19 I. Fabric shall be placed between trenches. In no instance shall fabric cover trench,  
20 lie against aggregate or pea gravel, or extend vertically above subgrade.

21 J. Stabilization: Immediately upon laying, the fabric is to be covered with base  
22 aggregate. No loaded trucks are to be permitted to move over fabric covered  
23 surfaces until a minimum of 4" of aggregate has been placed, except if specifically  
24 approved by the Engineer, who will require strict, direct - 100% - control of all vehicle  
25 movement on site.

26

27 Aggregate Placement:

28

29 A. Moisture Content: Aggregate to contain 3.5% to 4.0% moisture content to ensure  
30 that fines do not migrate and to facilitate proper compaction. The Contractor must  
31 ensure that aggregate leaving the source plant meets this requirement and is  
32 required to apply water to aggregate on site to attain and maintain this minimum  
33 moisture content in stockpile and during all placement operations.

34 B. Prior to aggregate placement, remove any excess or contaminated backfill from  
35 the subsurface drainage trenches.

36 C. Surface must be free of standing water and sub-grade stabilized with structural  
37 fabric in place prior to placement.

38 D. Materials to be placed in layers not exceeding 6" bulk and 4 1/2" compacted in  
39 depth. Each layer must be spread uniformly with equipment that will not cause  
40 perceptible separation in gradation (segregation), preferably a self propelled paving  
41 machine.

42 E. Should there occur, during any stage of the spreading or stockpiling, a separation  
43 of the material particles, the Contractor must immediately remove and dispose of  
44 segregated material and correct or change handling procedures to prevent further  
45 separation.

46

47 Aggregate Compaction:

48

49 A. Each layer shall be compacted to a minimum density of not less than 95% of  
50 maximum dry density as determined by ASTM D698 and measured using a nuclear  
51 method.

52 B. Use Static Tandem Drum-type roller of not less than five tons weight.



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Aggregate Tolerances:

- A. The Contractor shall utilize a laser plane system for grade control.
- B. The surface of the base course permeable aggregate in areas to be paved with porous asphalt shall not deviate from designated compacted grade within the range of -0.50" and 0.00".
- C. Upon completion of fine grading, compaction, and Contractor confirmation of conformance with the tolerances, the Contractor shall notify the Engineer and schedule an inspection for approval. The Contractor shall have a laser plane system available to the Engineer for the inspections. The Contractor shall not be authorized to pave over the permeable aggregate until it has been inspected and approved by the Engineer.

Porous Asphalt Concrete Paving Installation:

- A. Pavement, where possible, shall be laid utilizing self-propelled paving machine of 8' minimum width and laser plane controlled.
- B. Plant mix temperature of asphalt shall be a minimum of 260 degrees F.
- C. The mix shall be transported to the job site in clean vehicles with smooth dump beds that have been sprayed with a non-petroleum release agent. Limit the time of haul to avoid segregation of the asphalt to the bottom of the truck bed. The mix should be covered during transport to prevent cooling and the formation of lumps.
- D. Asphalt shall be placed at a temperature between 230 degrees F. and 250 degrees F.
- E. Vertical joints between successive days' work shall be given a light tack coat of emulsified asphalt SS-1, diluted with one part water to one part emulsified asphalt.
- F. Surface of the first lift shall be clean and dry before applying the second layer. No tack coat need be applied on the horizontal surface of the first lift.
- G. The surface elevation, in the compacted condition, shall not deviate more than 1/4" from specified elevations. Trueness measurements to be taken from 10' long straight edge placed in all directions.
- H. Upon completion of the paving and Contractor confirmation of conformance with the approval tolerances, the Contractor shall notify the Engineer and schedule an inspection for approval. The Contractor shall have a laser plane system available to the Engineer for the inspections. The contractor shall not be authorized to place any surfacing over the pavement until the grade has been inspected and approved by the Engineer.
- I. The Contractor shall keep the porous asphalt free of contamination from site soil. The Contractor shall take precautions as necessary such as washing truck tires, etc.

Compaction of Porous Asphalt:

- A. Roller to be Tandem Drum-type, Static-type of five ton minimum size. Maximum loading shall be 265 pounds weight per lineal inch of drum.
- B. Compaction shall be commenced when the asphalt mix temperature is at a range of 210 degreeed F. to 230 degrees F.
- C. The first lift shall be rolled to a minimum of one rolling over entire area.
- D. The second lift (top leveling course) shall be rolled a minimum of two rollings. The patterns of each successive rolling shall be at right angles or crossing diagonal alignment.

1 E. Upper surface shall receive a final rolling utilizing a one-ton roller to remove all  
2 roller marks and imperfections in the surface.

3  
4 **Measurement**

5 "Porous Asphalt Trail" shall be measured by the square yard of installed porous asphalt trail.

6  
7 **Payment**

8 "Porous Asphalt Trail", per square yard.

9  
10 The unit contract price per square yard for "Porous Asphalt Trail" shall be full compensation  
11 for all costs for materials, labor, tools, and equipment necessary for the complete installation  
12 of the items of work, including but not limited to porous asphalt pavement, bedding course,  
13 subgrade course, geotextile, placement, and compaction.

14  
15 (February 14, 2011 COA GSP)

16 **PAVING FABRIC**

17 **Description**

Property	Test Method	Minimum Average Roll Value (English)
Unit Weight	ASTM-D-5261	4.6 oz/yd <sup>2</sup>
Tensile Strength	ASTM-D-4632	120 lbs
Elongation	ASTM-D-4632	50 %
Mullen Burst	ASTM-D-3786	230 psi
Asphalt Retention	ASTM-D-6140	0.24 gal/yd <sup>2</sup>
UV Stability	ASTM-D-4355	70 % at 150 hrs

18 This  
19 work  
20 shall  
21 consist of

22 furnishing and placing asphalt overlay geotextile (paving fabric) beneath a pavement overlay or  
23 between pavement layers to provide a moisture barrier membrane and a stress absorbing  
24 interlayer.

25  
26 **Materials**

27  
28 ***Paving Fabric***

29 Shall be a staple fiber, needle-punched, nonwoven material consisting of at least 85  
30 percent by weight polyolefins, polyesters or polyamides. The paving fabric shall be  
31 resistant to chemical attack, rot and mildew and shall have no tears or defects that will  
32 adversely alter its physical properties. The fabric shall be specifically designed for  
33 pavement applications and be heat-set on one side to reduce tack coat bleed-through  
34 and to minimize fabric pick-up by construction equipment during installation. The fabric  
35 shall meet the physical requirements specified in the following table:

36  
37 ***Tack Coat***

38 The tack coat used to impregnate the fabric and bond the fabric to the pavement is  
39 typically the same grade asphalt cement as used in the hot mix asphalt concrete. A  
40 cationic or anionic emulsion may be used as approved by the Engineer. The Contractor  
41 shall follow the special recommendations of the paving fabric manufacturer when an  
42 asphalt emulsion is used. The use of cutbacks or emulsions that contain solvents shall  
43 not be permitted.

1  
2 **Construction Requirements**  
3

4 ***Shipping and Storage:***

5 The paving fabric shall be kept dry and wrapped such that it is protected from the  
6 elements during shipping and storage. If stored outdoors, the fabric shall be elevated  
7 and protected with a waterproof cover. The paving fabric shall be labeled in accordance  
8 with ASTM D 4873-88, "Standard Guide for Identification, Storage, and Handling of  
9 Geotextiles."  
10

11 ***Weather Limitations:***

12 The air and pavement temperatures shall be at least 50°F and rising for placement of  
13 asphalt cement and shall be at least 60°F and rising for placement of asphalt emulsion.  
14 Neither asphalt tack coat nor paving fabric shall be placed when weather conditions are  
15 not suitable, in the opinion of the Engineer.  
16

17 ***Surface Preparation:***

18 The pavement surface shall be dry and thoroughly cleaned of all dirt and oil to the  
19 satisfaction of the Engineer. Cracks 1/8inch wide or greater shall be cleaned and filled  
20 with suitable bituminous material or by a method approved by the Engineer. Crack-filling  
21 material shall be allowed to cure prior to placement of the paving fabric. Potholes and  
22 other pavement distress shall be repaired. Repairs shall be performed as directed by  
23 the Engineer. The paving fabric must be placed on a drainable grade with no  
24 depressions which may hold water in the overlying asphalt concrete.  
25

26 ***Tack Coat Application:***

27 The tack coat shall be applied using a calibrated distributor truck spray bar. Hand  
28 spraying, squeegee and brush application may be used in locations where the  
29 distributor truck cannot reach. Every effort shall be made to keep hand application to a  
30 minimum. The tack coat shall be applied uniformly to the prepared, clean, dry pavement  
31 surface. The tack coat application rate must be sufficient to saturate the fabric and to  
32 bond the fabric to the existing pavement surface. The tack coat application rate shall be  
33 0.22 to 0.28 gallons per square yard as required by the roadway surface and  
34 environmental conditions. When using emulsions, the application rate must be  
35 increased as directed by the Engineer to offset the water content of the emulsion. Within  
36 street intersections, on steep grades or in other zones where vehicle braking is  
37 common, the normal application rate shall be reduced by about 20 percent as directed  
38 by the Engineer, but to not less than 0.20 gallons per square yard. The temperature of  
39 the tack coat shall be sufficiently high to permit a uniform spray pattern. For asphalt  
40 cements, the minimum temperature shall be 290°F. To avoid damage to fabric,  
41 distributor tank temperatures shall not exceed 325 °F. For asphalt emulsions, the  
42 distributor tank temperatures shall be maintained between 130°F and 160°F. The target  
43 width of the tack coat application shall be equal to the paving fabric width plus 6 inches.  
44 Tack coat application shall be wide enough to cover the entire width of fabric overlaps.  
45 The tack coat shall be applied only as far in advance of paving fabric installation as is  
46 appropriate to ensure a tacky surface at the time of paving fabric placement. Traffic shall  
47 not be allowed on the tack coat. Excess tack coat shall be cleaned from the pavement.  
48

49 ***Paving Fabric Placement:***

50 The paving fabric shall be placed onto the tack coat using mechanical or manual  
51 laydown equipment capable of providing a smooth installation with a minimum amount

1 of wrinkling or folding. The paving fabric shall be placed before the asphalt cement tack  
2 coat cools and loses its tackiness. Paving fabric shall not be installed in areas where the  
3 overlay asphalt tapers to a minimum compacted thickness of less than 1.5 inches.  
4 When asphalt emulsions are used, the emulsion shall be allowed to cure properly such  
5 that essentially no water moisture remains prior to placing the paving fabric. Wrinkles  
6 severe enough to cause folds shall be slit and laid flat. Brooming and/or rubber-tire  
7 rolling will be required to maximize paving fabric contact with the pavement surface.  
8 Additional hand-placed tack coat may be required at overlaps and repairs as required  
9 by the Engineer. Turning of the paver and other vehicles shall be done gradually and  
10 kept to a minimum to avoid movement and damage to the paving fabric. Abrupt starts  
11 and stops shall also be avoided. Damaged fabric shall be removed and replaced with  
12 same type of fabric and a tack coat.

13

14 ***Joints and Overlaps:***

15 At joints, fabric rolls shall overlap by 1 to 6 inches. End joints and joints from repair of  
16 wrinkles should be made to overlap or “shingle” in the direction that the pavement  
17 overlay will be placed. Overlaps of adjacent rolls may be as great as 6 inches to  
18 accommodate variations between the width of the roadway and paving fabric. Excess  
19 fabric shall be cut and removed to ensure that overlaps of adjacent rolls do not exceed  
20 6 inches. Additional tack coat shall be applied between all fabric overlaps. Any locations  
21 that do not have additional tack for the overlaps shall be corrected by manual placement  
22 of tack coat prior to overlay construction.

23 **Unless otherwise approved by the Engineer, no traffic except necessary**  
24 **construction traffic will be allowed to drive on the paving fabric.**

25

26 ***Overlay Placement:***

27 Asphalt overlay construction shall closely follow fabric placement. All areas in which  
28 paving fabric has been placed should be paved during the same day. Excess tack coat  
29 that bleeds through the paving fabric shall be removed by broadcasting sand on the  
30 paving fabric. Excess sand should be removed before beginning the paving operation.  
31 In the event of rainfall on the paving fabric prior to the placement of the asphalt overlay,  
32 the paving fabric must be allowed to dry before asphalt concrete is placed. Overlay  
33 asphalt thickness shall meet the requirements for the contract drawings and documents.  
34 The minimum compacted thickness of the first lift of overlay asphalt shall not be less  
35 than 1.5 inches in areas of paving fabric installation.

36

37 **Measurement**

38 “Pavement Fabric” shall be measured by the square yard of installed pavement fabric.

39

40 **Payment**

41 “Pavement Fabric”, per square yard.

42

43 The unit contract price per square yard for “Pavement Fabric” shall be full compensation for  
44 all costs for materials, labor, tools, and equipment necessary for the complete installation of  
45 the items of work.

46

47 (February 14, 2011 COA GSP)

1 **TEMPORARY ASPHALT RAMPS**

2 **Construction Requirements**

3 Temporary asphalt ramps with paper joints will be installed immediately following planing  
4 operations for butt joints. A minimum taper length of 6 ft. is required and will run full width  
5 across the pavement, including shoulders.  
6

7 Bump signs are required at each temporary asphalt ramp location. Bump signs shall be  
8 placed an appropriate distance ahead of the ramp, in accordance with the MUTCD, in order  
9 to provide adequate warning to motorists.

10  
11 The Contractor will be responsible for the maintenance and safety provided by all asphalt  
12 ramps while they remain in use  
13

14 **Measurement and Payment**

15 There shall be no separate measurement or payment for the construction, maintenance,  
16 removal and disposal of temporary asphalt ramps. All costs for the labor, tools, material and  
17 equipment required to perform this operation shall be included in other associated bid items  
18 and no further compensation shall be made.  
19

20  
21 **Payment**

22  
23 Section 5-04.5 is supplemented with the following:  
24

25 (September 8, 2008)

26 ***Asphalt Cost Price Adjustment***

27 The Contracting Agency will make an Asphalt Cost Price Adjustment, either a credit or a  
28 payment, for qualifying changes in the reference cost of asphalt binder. The adjustment  
29 will be applied to partial payments made according to Section 1-09.9 for the following  
30 bid items when they are included in the proposal:  
31

- 32 "HMA Cl. \_\_\_ PG \_\_\_"
- 33 "HMA for Approach Cl. \_\_\_ PG \_\_\_"
- 34 "HMA for Preleveling Cl. \_\_\_ PG \_\_\_"
- 35 "HMA for Pavement Repair Cl. \_\_\_ PG \_\_\_"
- 36 "Commercial HMA"

37  
38 The adjustment is not a guarantee of full compensation for changes in the cost of  
39 asphalt binder. The Contracting Agency does not guarantee that asphalt binder will be  
40 available at the reference cost.  
41

42 The Contracting Agency will establish the asphalt binder reference cost twice each  
43 month and post the information on the Agency website at:  
44

45 <http://www.wsdot.wa.gov/biz/construction/AsphaltIndex.cfm>  
46

47 The reference cost will be determined using posted prices furnished by Poten &  
48 Partners, Inc. If the selected price source ceases to be available for any reason, then  
49 the Contracting Agency will select a substitute price source to establish the reference  
50 cost.  
51

1 The base cost established for this contract is the reference cost posted on the Agency  
2 website for the period immediately preceding the bid opening date.  
3  
4 Adjustments will be based on the most current reference cost for Western Washington  
5 or Eastern Washington as posted on the Agency website, depending on where the work  
6 is performed. For work completed after all authorized working days are used, the  
7 adjustment will be based on the posted reference cost during which contract time was  
8 exhausted. The adjustment will be calculated as follows:  
9  
10 No adjustment will be made if the reference cost is within 5% of the base cost.  
11  
12 If the reference cost is greater than or equal to 105% of the base cost, then  
13  $\text{Adjustment} = (\text{Current Reference Cost} - (1.05 \times \text{Base Cost})) \times (Q \times 0.056)$ .  
14  
15 If the reference cost is less than or equal to 95% of the base cost, then  
16  $\text{Adjustment} = (\text{Current Reference Cost} - (0.95 \times \text{Base Cost})) \times (Q \times 0.056)$ .  
17  
18 Where Q = total tons of all classes of HMA paid in the current month's progress  
19 payment.  
20  
21 "Asphalt Cost Price Adjustment", by calculation.  
22  
23 "Asphalt Cost Price Adjustment" will be calculated and paid for as described in this  
24 section. For the purpose of providing a common proposal for all bidders, the  
25 Contracting Agency has entered an amount in the proposal to become a part of the total  
26 bid by the Contractor.  
27  
28 (\*\*\*\*\*)  
29 The unit contract price for "HMA for Approach Cl. 1/2 In. PG 64-22" shall include all  
30 paving items not specifically identified under "HMA Cl. 1/2 In. PG 64-22."  
31  
32 "HMA Cl. 1/2 In. PG 64-22" shall include temporary pavement necessary in traffic control  
33 operations.  
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**DIVISION 7  
DRAINAGE STRUCTURES, STORM SEWERS, SANITARY  
SEWERS, WATER MAINS, AND CONDUITS**

**STRUCTURAL PLATE PIPE, PIPE ARCH, ARCH, AND UNDERPASS**

Section 7-03.3 is supplemented with the following:

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

**Fish Passage Aluminum Box Culvert**

**General**

This specification covers the design, manufacturing and installation of the ALUMINUM STRUCTURAL PLATE, approximately 9 inch x 2-1/2 inch corrugated aluminum structural plate detailed in the plans.

**Qualified Suppliers**

- (a) Each bidder is required to identify their intended bridge/culvert supplier as part of the bid submittal. Qualified suppliers must have at least five (5) years experience fabricating equal or larger type structures.
- (b) The contractor must provide the following documentation:
  - Product Literature
  - All documentation to ensure products and materials will be in compliance with these specifications.
  - Project specific representative drawings for bridge projects listed above with material, design calculations and design specification references.
- (c) Proposed suppliers must have at least five (5) years experience designing these types of structures and a minimum of ten (10) successful projects, of similar shape and construction as specifically written in these specifications and drawings, each of which has been in service at least three (3) years. List the location, shape, size, and owner, for each project.
- (d) The owner's agent will evaluate and verify the accuracy of the submittal. If the owner's agent determines that the qualifying criteria have not been met, the contractor's proposed supplier shall be rejected. This ruling shall be final.

The required structure will be designated by standard applicable catalog structure number, span, and rise.

Cover over the structure shall be determined from the crown of the structure to the bottom of flexible pavement or top of rigid pavement.

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**Dimensions**

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**Span:** Span shall be determined at the inside corrugations

**Rise:** Rise shall be determined at the inside corrugations

**Thickness:** Plate thickness shall be for all plates or as described

**Corrugation:** The Aluminum Structural Plate shall have approximately 9 inch x 2-1/2 inch annular corrugations. The corrugation profile shall have AASHTO recognition for a minimum of 5 years.

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

**Design Criteria:** The design of the structure shall be in accordance with:

- AASHTO Standard Specification For Highway Bridges 17th Edition with interim revisions Section 12 Working Stress Design.
- AASHTO LRFD Bridge Design Specifications 4th Edition with interim revisions Section 12 Load Resistance Factor Design.
- AREMA Manual for Railway Engineering 2006 Edition Working Stress Design
- ASTM B790 Standard Practice for Structural Design of Corrugated Aluminum Pipe, Pipe-Arches, and Arches for Culverts, Storm Sewers, and Other Buried Conduit.

**Design Loads:** Construction loads and any temporary loads exceeding the service live load are not allowed on the structure without approval from the Engineer.

- (a) The Contractor shall specify the materials and extents of the foundations or bedding and backfill material within the critical backfill zone with consideration of structure shape and in situ conditions.
- (b) The Contractor shall consider the structural capacity of trench walls or adjacent embankments to provide balanced soil loads on the structure.
- (c) The Contractor shall consider hydraulic forces on the ends of the structure. End treatment such as headwalls, slope collars, slope paving or cut-off walls shall be considered to protect the backfill and provide stability and protection to the ends of the structure as well as to prevent erosion or washout.
- (d) The Contractor shall consider scour effects on the structure foundation. The use of scour counter-measures shall be considered for strip footings. The Contractor shall consider potential washout/undermining effects on the invert. The use of a toewall at the ends of a structure or a paved invert shall be considered.

**Shop Drawings:** Shop drawings and design calculations shall be prepared and submitted to the owner for approval. The contractor shall be responsible for verification of all field dimensions prior to fabrication.

**Aluminum Box Culverts:** Shall conform to ASTM B684.



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## Materials

**Structural Plate:** Aluminum Structural Plate shall consist of plate, ribs and appurtenant items as shown on the plans and shall conform to the requirements of AASHTO M219 or ASTM B746

**Aluminum Alloy - Plate:** Plates shall be fabricated from 5052-H141 aluminum alloy conforming to AASHTO M219 or ASTM B209.

**Aluminum Alloy – Ribs:** Ribs shall be fabricated from 6061-T6 aluminum alloy conforming to ASTM B221.

### Fasteners:

Steel Nuts and bolts shall conform to AASHTO M232 and M291 or ASTM A307, Grade A (bolts) and A563, Grade A (nuts).

Aluminum nuts and bolts (if required) shall conform to ASTM B746. The structural design shall conform to the provisions of AASHTO Standard Specifications for Highway Bridges Section 12.6.2.

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

## Fabrication and Quality Control

Final manufacturing processes including corrugating, punching, curving, special fabrication and optional zinc priming shall be performed in the United States of America at a common location.

All raw materials shall be traceable and certified by the mill for material composition and physical properties.

If required, welds shall be in accordance with AWS D1.2.

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

## Installation

**Assembly:** The structure shall be assembled in accordance with the shop drawings and plate layout provided by the manufacturer. Bolts shall be tightened to an applied torque recommended by the manufacturer.

**Installation:** The structure shall be installed in accordance with AASHTO Standard Specifications for Highway Bridges Section 26 or ASTM A807, the plans and specifications, and the manufacturer’s recommendations.

(a) The Contractor shall provide footings as required per the plans and specifications.

(b) The Contractor shall provide proper bedding and backfill to avoid distortion that may create undesirable stresses in the structure and/or settlement of the roadway. The bedding shall be free of rock formations, protrusions, frozen material or organic material.

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**Backfill:** The structure shall be backfilled using clean, well graded granular materials that meets the requirements of AASHTO M145 soil classifications A-1, A-2 or A-3. Aluminum box culverts shall be backfilled with A-1, A-2-4, A-2-5 or A-3 material.

(a) Backfill materials shall be placed in symmetrical lifts on each side of the structure. The differential between the lifts on either side shall not exceed 24 inches. Each layer of soil shall be placed in 6 to 8 inch loose lifts and compacted to a minimum of 90% density per AASHTO T99 or ASTM D698 (Standard Proctor). Aluminum box culverts shall be compacted to 90% density per AASHTO T180 or ASTM D1557 (Modified Proctor).

(b) Backfill soils shall be free of rocks exceeding 3 inches, frozen lumps, ice, organic matter and foreign materials that could cause hard spots or decompose to create voids.

(c) The presence of a high percentage of silt or fine sand in the native soils suggests the need for well graded granular material in the critical backfill zone or the use of non-woven geotextile to prevent soil migration.

(d) During backfilling operations, only small tracked construction equipment (such as a D-4 dozer or smaller) shall be near the structure as fill progresses above the crown and to the minimum height of cover. After adequate cover and compaction is achieved, live loads may increase at the direction of the Engineer.

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

**Fish Passage Installation Plan**

A Fish Passage Installation Plan shall be submitted to the Engineer. It is the responsibility of the Contractor to obtain approval for the plan a minimum of 21 calendar days prior to construction. The fish passage plan shall contain, at a minimum:

- Equipment to be used
- An hour-by-hour schedule for the entire culvert construction. This schedule shall address items of work, order of work, durations for each item of work, expected time to open the road, and float.
- Stream bypass operations, including but not limited to, pumping operations, pump equipment, fish bypass (including personnel and methods for moving fish around the bypass), and backup equipment. See Stream and Fish Bypass requirements in this Section.
- Contingency plans
  - The contingencies to be considered shall include, but not be limited to:
    - Equipment failure or other problems
    - Material delivery problems
    - Unanticipated site conditions and underground conditions
    - Culvert installation problems
    - Weather or other adverse site conditions
  - The contingency plan shall address how to open the roadway by the deadline described in Section 1-10.2(2) should any site conditions prevent installation of the culvert.
  - If the culvert is not installed per the plan, the contingency plan shall address how the culvert can still be installed per the fish window as required in the project's Hydraulic Project Approval.

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**Stream and Fish Bypass**

During the culvert installation, it may be necessary to bypass existing stream flows in Prairie and Portage Creeks. Flows expected in each stream are as follows:

Prairie Creek		
	Design Storm	Flow Rate
	2-year	27 cfs
	10-year	48 cfs
	100-year	79 cfs
Portage Creek		
	Design Storm	Flow Rate
	2-year	53 cfs
	10-year	94 cfs
	100-year	152 cfs

These flows are modeled based on basin characteristics and stream flow statistics as generated by the USGS StreamStats website, using regression equations and are not guaranteed to be accurate.

The City has obtained a Hydraulic Project Approval (HPA) for the project, which contains specific requirements for bypass pumping and fish capture and movement. In addition to the requirements of the HPA, any fish capture and movement must comply with the requirements in WSDOT’s Fish Exclusion Protocols and Standards (see appendix). Specific measures to bypass the streams and move fish shall be addressed in the Fish Passage Installation Plan described in this Section.

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

**Road Closure and Detour**

The fish passage culverts on 67th Ave NE may, at the Contractor’s discretion, be installed during two separate three day weekend closures/detours. See Section of 1-10.2(2) for details and limitations on the closures/detours.

Section 7-03.5 is supplemented with the following:

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

**Payment**

Supplement the section with the following:

“Fish Passage Culvert ” by lump sum

The lump sum contract price for “Fish Passage Culvert . . . ” shall be full pay to provide and install the 3 culverts, including excavation, placement, backfill, aluminum box culverts, reinforcing ribs, invert plates, headwalls, toe walls, installation plan, stream bypass and pumping, fish bypass, and no other payment will be made.

1 **STORM SEWERS**

2 (\*\*\*\*\*)

3 **Materials**

4 Section 7-04.2 is supplemented with the following:

5  
6 PVC Pipe, \_ In. Diam. shall meet the requirements for Solid Wall PVC Storm Sewer  
7 Pipe per section 9-05.12(1).

8  
9 PVC C-900 Pipe \_ In. Diam. shall meet the requirements of section 9-30.1(5)A.

10  
11 Ductile Iron Pipe \_ In. Diam. shall meet the requirements of section 9-30.1(1).

12  
13 Perf. Pipe \_ In. Diam. shall meet the requirements of section 9-05.2(6).

14  
15 Filter Fabric shall meet the requirements for Geotextile for Underground Drainage,  
16 Moderate Survivability per section 9-33.1.

17  
18 **Payment**

19 Section 7-04.5 is supplemented with the following:

20  
21 "PVC Pipe, \_ In. Diam." per linear foot.

22 "PVC C-900 Pipe \_ In. Diam.", per linear foot.

23 "Ductile Iron Pipe \_ In. Diam.", per linear foot.

24 "Perf. Pipe \_ In. Diam.", per linear foot.

25 "Filter Fabric", per square yard.

26  
27 The bid item price for all storm sewer pipe shall include excavation, backfill, and all other  
28 work to install the pipe, and no other payment shall be made.

29  
30 **MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS**

31  
32 ***Adjusting Manholes and Catch Basins to Grade***

33 Section 7-05.3(1) is supplemented with the following:

34  
35 (January 19, 2010 COA GSP)

36  
37 Manholes and catch basins shall not be adjusted to grade until the paving is  
38 completed, at which time the center of each structure shall be carefully relocated  
39 from references previously established by the Contractor. The pavement shall be  
40 cut in a restricted area and base material be removed to permit removal of the  
41 cover. The structure shall then be brought to proper grade according to City of  
42 Arlington Construction Standards and Specifications and the details in the plans.

43  
44 **Measurement**

45 Section 7-05.4 is supplemented with the following:

46  
47 (January 25, 2012 COA GSP)

48  
49 "Adjust Existing Utility Structure" to grade will be measured per each.

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**Payment**

Section 7-05.5 is supplemented with the following:

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Payment will be made for the following bid item included in the proposal:

“Adjust Existing Utility Structure”, per each

The unit bid price for the above including all incidental work shall be full compensation for all labor, material, tools, reconnection to customer line and equipment necessary to satisfactorily complete the work as defined in the Standard Specifications and these Special Provisions. The bid item includes all castings on the project needing adjustment.

**GENERAL PIPE INSTALLATION REQUIREMENTS**

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

**Construction Requirements**

Supplement Section 7-08.3 with the following:

***Dewatering***

The project geotechnical report is included in the appendix with information on groundwater for possible dewatering operations. Dewatering discharge shall be made to approved disposal sites identified in the Contractor’s Temporary Erosion and Sedimentation Control Plan.

**Payment**

Supplement Section 7-08.3 with the following:

***Excavation and Backfill***

Excavation and Backfill shall be included in the unit bid price for all pipes, catch basins, manholes, and other underground utilities, and no separate payment will be made.

**WATER MAINS**

**Materials**

Section 7-09.2 is supplemented with the following:

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

Reclaimed water main piping shall be Polyvinyl Chloride (PVC) pipe per WSDOT Section 9-30.1(5)A - color: purple

All ductile iron water mains shall use Tyton joints.

1 Combination Air Valve Assembly shall be Apco No. 143-C, Val-Matic No. 201-C, Fog-  
2 Tight Meter Seal Co. No. 2T Meter Box with 3/8" Steel Plate Cover, DI Svc Saddle:  
3 Romac 101S, Male Iron Coupling: Ford C-28-44 or Mueller No. 15428, Corp Stop:  
4 Ford F600, or approved equivalents.  
5  
6

7 **Payment**

8 Section 7-09.5 is supplemented with the following:  
9

10 (\*\*\*\*\*)

11  
12 Payment will be made for the following bid item included in the proposal:  
13

14 "PVC C-900, 8-In. NPW", per linear foot  
15

16 The unit bid price for the above including all incidental work shall be full compensation  
17 for all labor, material, tools, excavation, backfill, reconnection to customer line and  
18 equipment necessary to satisfactorily complete the work as defined in the Standard  
19 Specifications and these Special Provisions.  
20

21 **SECTION CHAMBER INFILTRATION SYSTEM**

22 (\*\*\*\*\*)

23 Delete Section 7-10 in its entirety and replace with the following:  
24

25 **7-10.1 GENERAL**

26  
27 The chamber detention/retention system shall consist of two or more plastic, open-bottom,  
28 arch-shaped chambers designed to store stormwater runoff and/or infiltrate stormwater  
29 runoff into surrounding soils.  
30

31 **7-10.2 MATERIALS**

32  
33 The chamber shall be constructed of injection molded polypropylene impact  
34 copolymer formulated for high impact and stress cracking resistance and sustained  
35 structural performance during high temperatures.  
36

37 The chamber shall be designed to AASHTO LRFD Bridge Design Specifications  
38 (Section 12), as applied to material and performance requirements for buried  
39 thermoplastic pipes. Design live load shall be the AASHTO HS-25 or HS-20 truck  
40 and applies to chamber spacing of 5" or greater.  
41

42 The chamber system shall be comprised of three chamber configurations: The  
43 MIDDLE chambers shall be open-ended to allow unobstructed hydraulic flow,  
44 inspection, and maintenance. The START and END chambers shall each have an  
45 integral end wall designed to resist loading at the start and end of the chamber rows.  
46 The chambers within a row shall be installed with overlapping end corrugations.  
47

48 The nominal dimensions of the START chamber shall be 51.4 inches wide, 30.3  
49 inches tall, and 98.4 inches long. The nominal dimensions of the MIDDLE chamber  
50 shall be 51.4 inches wide, 30.3 inches tall, and 91.0 inches long. The nominal  
51 dimensions of the END chamber shall be 51.4 inches wide, 30.3 inches tall, and 92.0

1 inches long. The nominal storage volume inside the chamber shall be 77 cubic feet  
2 when utilizing 6" of stone above and below chamber with 40% stone porosity.  
3  
4 The chamber shall have a continuously-curved, arch-shaped section profile.  
5  
6 The START and END chamber integral end wall shall be structurally suitable for  
7 cutting and inserting inlet pipes and shall provide a range of pipe diameter indicants  
8 up to 24" diameter as cutting templates.  
9  
10 The chamber shall be a corrugated, open-bottom design with 0.4" wide x 1.5" tall  
11 slotted side wall openings for lateral flow and top vent orifices for hydraulic pressure  
12 equalization. Corrugation valleys and crests shall be sub-corrugated to increase  
13 stiffness.  
14  
15 The chamber shall have a circular cut line for an optional reinforced inspection or  
16 cleanout port configured to accept a 4" Schedule 40 pipe.  
17  
18 The END chambers shall be capable of being cut to shorter lengths to accommodate  
19 site specific requirements.  
20  
21 The chamber shall be supported by integral structural footings comprised of load  
22 dispersing toe ribs and longitudinally aligned stiffening ribs.  
23  
24 The chamber system may be configured with one or more rows that act as settling  
25 basins to allow for containment and settlement of sediments and associated  
26 pollutants to be maintained. This row(s) shall be wrapped in a 20 mil polyethylene  
27 impermeable liner. This row(s) shall utilize an upstream diversion manhole which  
28 shall consist of a standard manhole with a diversion weir and drain down orifice.  
29

### 30 **7-10.3 CONSTRUCTION**

31  
32 Refer to manufacturer's installation instructions for proper procedure required to maintain  
33 structural integrity and functionality of the chamber system.  
34

### 35 **7-10.4 MEASUREMENT**

36  
37 Section Chamber Infiltration System shall be measured by the linear foot of installed  
38 chamber.  
39

### 40 **7-10.5 PAYMENT**

41  
42 **"Section Chamber Infiltration System", per linear foot.**  
43 The lump sum Contract Payment shall be full compensation for all costs incurred by the  
44 Contractor in performing the Contract Work described in this Special Provision, including, but  
45 not limited to, providing and installing chambers, excavation, placement of chambers,  
46 backfilling, and connecting to the storm sewer system.  
47

### 48 **WATER QUALITY MANHOLE**

49 **(\*\*\*\*\*)**

50 Delete Section 7-11 in its entirety and replace with the following:

51

### 52 **7-11.1 GENERAL**

1 The Contractor shall furnish all labor, equipment and materials necessary to install  
2 the Water Quality Manhole (WQMH) and appurtenances specified in the Drawings  
3 and these specifications.

4 Inspection

5 All components shall be subject to inspection by the engineer at the place of  
6 manufacture and/or installation. All components are subject to rejected or identified  
7 for repair if the quality of materials and manufacturing do not comply with the  
8 requirements of this specification. Components which have been identified as  
9 defective may be subject for repair where final acceptance of the component is  
10 contingent on the discretion of the Engineer.

11 Warranty

12 The manufacturer shall guarantee the WQMH components against all manufacturer  
13 originated defects in materials or workmanship for a period of twelve (12) months  
14 from the date the components are delivered to the owner for installation. The  
15 manufacturer shall upon its determination repair, correct or replace any  
16 manufacturer originated defects advised in writing to the manufacturer within the  
17 referenced warranty period. The use of WQMH components shall be limited to the  
18 application for which it was specifically designed.

19 Manufacturer's Performance Certificate

20 The WQMH manufacturer shall submit to the Engineer of Record a "Manufacturer's  
21 Performance Certification" certifying that each WQMH is capable of achieving the  
22 specified removal efficiencies listed in these specifications. The certification shall  
23 be supported by independent third-party research.

24 SUBMITTALS

25 Shop Drawings

26 The contractor shall prepare and submit shop for approval by the Engineer prior to  
27 beginning any construction of the Water Quality Manhole (WQMH). The shop  
28 drawings shall detail horizontal and vertical dimensioning, reinforcement and joint  
29 type and locations.

30

31 **7-11.2 MATERIALS**

32 The WQMH shall be a hydrodynamic separator approved for Pretreatment at the  
33 time of bid by the Washington State Department of Ecology through the TAPE.  
34 Approved technologies can be found at  
35 <http://www.ecy.wa.gov/programs/wq/stormwater/newtech/Pretreatment.html>

36 Hydrodynamic separators are defined as systems that use the physics of flowing  
37 water to remove a variety of pollutants and are characterized by an internal  
38 structure that either creates a swirling vortex or plunges the water into the main  
39 sump. Cartridge based systems are not allowed.

40 The hydrodynamic separator shall be capable of treating a water quality flow rate of  
41 0.7 cfs and bypassing a flow rate of 10 cfs.



1           The water quality manhole shall have a 4 foot deep sump.

2           **MANUFACTURER**

3           The manufacturer of the WQMH shall be one that is regularly engaged in the  
4           engineering design and production of systems deployed for the treatment of storm  
5           water runoff for at least five (5) years and which have a history of successful  
6           production, acceptable to the Engineer.

7

8           **7-11.3 CONSTRUCTION**

9

10          **HANDLING AND STORAGE**

11          1. The contractor shall exercise care in the storage and handling of the WQMH  
12          components prior to and during installation. Any repair or replacement costs  
13          associated with events occurring after delivery is accepted and unloading has  
14          commenced shall be born by the contractor.

15          **INSTALLATION**

16          1. The WQMH shall be installed in accordance with the manufacturer's  
17          recommendations and related sections of the contract documents. The  
18          manufacturer shall provide the contractor installation instructions and offer on-site  
19          guidance during the important stages of the installation as identified by the  
20          manufacturer at no additional expense. A minimum of 72 hours notice shall be  
21          provided to the manufacturer prior to their performance of the services included  
22          under this subsection.

23          2. The contractor shall fill all voids associated with lifting provisions provided by the  
24          manufacturer. These voids shall be filled with non-shrinking grout providing a  
25          finished surface consistent with adjacent surfaces. The contractor shall trim all  
26          protruding lifting provisions flush with the adjacent concrete surface in a manner,  
27          which leaves no sharp points or edges.

28          3. The contractor shall removal all loose material and pooling water from the WQMH  
29          prior to the transfer of operational responsibility to the Owner.

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31          **7-11.4 MEASUREMENT**

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33          Water Quality Manhole shall be measured per each.

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**7-11.5 PAYMENT**

“Water Quality Manhole”, per each.

The unit Contract price shall be full compensation for all costs incurred by the Contractor in performing the Contract Work described in this Special Provision, including, but not limited to, providing and installing manhole, excavation, placement of structure, backfilling, adjusting to grade, and connecting to the storm sewer system.

**VALVES FOR WATER MAINS**

**Description**

Section 7-12.1 is supplemented with the following:

(June 17, 2010 COA GSP)

Work shall include inspecting, replacing as directed, and adjusting valve boxes to finished grade.

**Materials**

Section 7-12.2 is supplemented with the following:

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

Valve Boxes and Operating Nut Extensions shall be Rich No. 940 and Sather, or approved equivalent.

**Construction Requirements**

Section 7-12.3 is supplemented with the following:

(June 17, 2010 COA GSP)

***Adjustment of Utility/Valve Boxes***

For inspection purposes the Contractor shall excavate around all valve boxes selected by the Engineer prior to pavement work. Excavation for inspection is anticipated to be a maximum of 36 inches in diameter by 18 inches in depth. The actual excavation will vary depending upon field conditions. No extra compensation will be made due to variable excavation requirements.

After inspection and prior to pavement work, valve boxes as designated by the Engineer shall receive one or more of the following repairs:

Remove valve box and replace with new meeting the requirements of Section 9-30(4) *Valve Boxes* of the Standard Specifications.

Reuse and clear the valve box of all debris and leave the valve in a fully operable condition. Clearing valve boxes shall be considered incidental to excavation of the valve box.

Center valve box. Where the existing valve box is to remain and is not centered over the valve, the Contractor shall excavate to the water valve and center the valve box over the valve nut. Centering the valve box shall be considered incidental to excavation of the valve box.

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Concrete pad around valve box. Where the existing valve box that is to be raised is not within asphalt, a concrete pad shall be installed per City of Arlington Standard Detail W-190.

The excavation void due to repair inspection or adjustment work shall be backfilled within the top 3 inches with HMA Class 1/2" PG 64 -22.

After final paving, valve boxes shall be adjusted per Section 7-05.3(1) *Adjusting Manholes and Catch Basins to Grade* of the Standard Specifications. All valves shall be adjusted to grade.

**Payment**

Section 7-12.5 is supplemented with the following:

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

Payment will be made for the following bid item included in the proposal:

All costs in connection with adjustment with utility / valve box shall be included in the Bid Item "Adjust Existing Utility Structure".

The unit bid price for the above including all incidental work shall be full compensation for all labor, material, tools, reconnection to customer line and equipment necessary to satisfactorily complete the work as defined in the Standard Specifications and these Special Provisions.

**TREATMENT LINER AMENDED SOIL**

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

Delete Section 7-13 in its entirety and replace with the following:

**Description**

This work shall consist of furnishing and placing imported treatment liner soil at the base of infiltration trench systems as indicated in the plans and specifications provided in this section.

**Materials**

Treatment liner soil shall be a homogenous mixture of soil and gravel components, including:  
Gravel meeting the requirements of WSDOT Std Specification, Section 9-03.12(5).  
Compost meeting the requirements of WSDOT Std Specification, Section 9-14.4(8)

**Properties**

Treatment liner soils shall consist of the following properties:  
Treatment liner soil components shall be thoroughly blended to form a uniform homogenous mixture.  
Organic content of treatment liner soil mixture shall be 5%, measured on a dry weight basis using ASTM D2974.  
Cationic Exchange Capacity (CEC) of treatment liner soil mixture shall be 5-milliequivalents/100 grams, tested using EPA laboratory method 9081.  
Compost approval shall be in accordance with WSDOT Std Specification, Section 9-14.4(8)A.

1 Animal manures, if used in treatment soil layers, must be sterilized.  
2 Treatment soil liner shall be compacted in 6-inch lifts to 80% maximum dry density,  
3 modified proctor method (ASTM D-1557).  
4

5 **Submittals**

6 Treatment liner amended soil mix – provide mixture proportions and test results to  
7 indicate soil mix conforms with the properties specified in this section.  
8

9 **Payment**

10 Payment will be made for the following bid item included in the proposal:

11  
12 “Water Quality Treatment Liner” per Cubic Yard

13  
14 The unit bid price for the above including all incidental work shall be full compensation  
15 for all labor, material, tools, and equipment necessary to satisfactorily complete the work  
16 as defined in the Standard Specifications and these Special Provisions.  
17

18 **SERVICE CONNECTIONS**

19  
20 **Description**

21 Section 7-15.1 is supplemented with the following:

22  
23 (June 17, 2010 COA GSP)

24  
25 Work shall include inspecting, replacing as directed, and adjusting meter boxes to  
26 finished grade.  
27

28 **Construction Requirements**

29 Section 7-15.3 is supplemented with the following:

30  
31 (\*\*\*\*\*)

32 For inspection purposes the Contractor shall excavate around all meter boxes selected  
33 by the Engineer prior to pavement work. Excavation for inspection is anticipated to be a  
34 maximum of 36 inches in diameter by 18 inches in depth. The actual excavation will  
35 vary depending upon field conditions. No extra compensation will be made due to  
36 variable excavation requirements.  
37

38 After inspection and prior to pavement work, meter boxes shall be replaced with new  
39 meters provided by the City.

40  
41 The excavation void due to new meter installation\_ work shall be backfilled within the top  
42 2 inches with HMA Class ½” PG 64 -22.

43  
44 After final paving, valve boxes shall be adjusted per Section 7-05.3(1) *Adjusting*  
45 *Manholes and Catch Basins to Grade* of the Standard Specifications. All valves will be  
46 adjusted to grade.  
47

48 **Payment**

49 Section 7-15.5 is supplemented with the following:

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51 (\*\*\*\*\*)

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Payment will be made for the following bid item included in the proposal:

All costs in connection with adjustment with utility / valve box shall be included in the Bid Item "Adjust Existing Utility Structure".

The unit bid price for the above including all incidental work shall be full compensation for all labor, material, tools, excavation, backfill, reconnection to customer line and equipment necessary to satisfactorily complete the work as defined in the Standard Specifications and these Special Provisions.

**SANITARY SEWER**

**Material**

Section 7-17.2 is supplemented with the following:

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

Ductile Iron SS \_\_\_ In. Diam. shall meet the requirements of section 9-30.1(1).

**Construction Requirements**

Section 7-17.3(1) is supplemented with the following:

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

Existing Sanitary Sewer facilities, including but not limited to all manholes and pipes, shall be protected from damage at all times. Any damage to existing sanitary sewer facilities shall be repaired or replaced to the satisfaction of the Engineer at no cost to the City.

Add the following new sections:

7-17.3(2)I Bypass Pumping Plan

If at any time the Contractor elects to use bypass pumping, a plan describing the personnel, methods, equipment, timing, and schedule for the bypass pumping will be submitted to the Engineer for approval a minimum of 14 calendar days prior to the proposed work.

7-17.3(2)J Bypass Pumping Requirements

If the Contractor elects to use bypass pumping, a suitable backup system must be on-site and ready for use at all times the bypass is in use. The Contractor shall also identify personnel that will monitor the bypass system at all times, including overnight or other non-working hours if necessary. The personnel monitoring the bypass system must be capable of putting the backup system into place immediately should be primary system fail for any reason. If portable electric generators are used to power the bypass system, and backup for the generator must be on-site.

**Payment**

Section 7-17.5 is supplemented with the following:

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(\*\*\*\*)

Payment will be made for the following bid item included in the proposal:

“Ductile Iron SS \_\_\_ In. Diam.”, per linear foot

“Connect existing SS lateral”, per each

The unit bid price for the above including all incidental work shall be full compensation for all labor, material, tools, reconnection to customer line, bypass pumping, backup systems, bypass monitoring, bypass pumping plan, excavation, backfill, and equipment necessary to satisfactorily complete the work as defined in the Standard Specifications and these Special Provisions.

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**DIVISION 8  
MISCELLANEOUS CONSTRUCTION**

**EROSION CONTROL AND WATER POLLUTION CONTROL**

**8-01.1 Description**

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

*Section 8-01.1 is supplemented with the following:*

This work shall include, but not be limited to, inlet protection, rock check dams, construction fence, silt fence, wattles, rock check dams, seeding and fertilizing, sediment pond riser, and other measures needed to protect adjacent areas or disturbed areas during and after construction. Temporary water pollution and erosion control devices shall be inspected on a daily basis and adjusted or relocated as construction progresses.

**8-01.2 Materials**

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

*Section 8-01.2 is supplemented with the following:*

Temporary erosion control and water pollution control BMPs shall meet the requirements of the City of Arlington's Design and Construction Standards and Specifications.

**8-01.3(1) General**

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

*Section 8-01.3(1) is supplemented with the following:*

**Preconstruction Activities**

Prior to beginning any activities that disturb the earth, the Contractor shall coordinate the construction activities to preserve as much of the natural vegetation as possible outside the construction limits.

**Temporary Best Management Practices (BMP's)**

All temporary erosion and sediment control measures shall be removed within 30 days after the Engineer determines that final site stabilization is achieved or after the temporary BMPs are no longer needed. Trapped sediment shall be removed or stabilized on-site. Disturbed soil areas resulting from removal shall be permanently stabilized.

**Off Site Runoff**

The Contractor shall keep all off site runoff from running over the construction site and entering the project's temporary erosion and sediment control methods.

Section 8-01.3(1)A is supplemented with the following:

(January 26, 2012 COA GSP)

The Contractor shall prepare a Surface Water Pollution Prevention Plan (SWPPP) in accordance with Volume 2 of the Washington Department of Ecology's Stormwater Management Manual for Western Washington (2005 Edition) and the Construction Stormwater General Permit (General Permit.) The General Permit language is available online at:

<http://www.ecv.wa.gov/proqrams/wq/stormwater/construction/>

- 1 The SWPPP shall discuss the Contractor's methodology and approach to controlling  
2 erosion and preventing sediment from leaving the site and anticipated erosion control  
3 measures to be implemented beyond those included in the Plans. The following  
4 items shall be submitted to and approved by the Engineer at the time noted.  
5  
6 1. An accepted SWPPP plan shall be submitted and approved prior to beginning  
7 construction.  
8 2. An ESC Lead to be responsible for the project erosion and sediment control  
9 management shall be identified and 24 hour contact information provided to the  
10 Engineer prior to beginning construction.  
11 3. An SPCC plan shall be completed and submitted prior to beginning construction.  
12 4. After completion of construction activities a full copy of the SWPPP to include all  
13 inspection reports, plan modifications, and sampling reports shall be submitted.  
14

## 15 **Seeding and Fertilizing**

16  
17 Section 8-01.3(2)B is supplemented with the following:  
18

### 19 **8-01.3(2)A Preparation for Application**

20 (\*\*\*\*\*)

21 *This section is supplemented with the following:*

22 All areas to be seeded shall meet the specified finish grades and shall be free of  
23 undesirable weed or plant growth. Scarify the top six (6) inches of subgrade. Where  
24 identified on Plans, a four (4) inch depth of compacted Coarse Compost shall be  
25 scarified into subgrade to a twelve (12) inch depth. Lightly compact soil to 85%  
26 maximum density and establish a smooth and uniform finished grade that protects  
27 against obstruction to surface drainage. Rake and remove rocks, roots, and debris one  
28 (1) inches or larger in any dimension.

29  
30 Unwanted vegetation in any area to be seeded shall be controlled according to the  
31 requirements of Section 8-02.3(3) prior to seeding.  
32

33 Areas requiring seeding which become compacted due to construction use, such as  
34 staging areas and access roads, shall be loosened and cultivated to a minimum depth of  
35 10 inches prior to seeding operations.  
36

37 No cultivation shall occur in areas within the drip line of existing vegetation scheduled to  
38 remain.  
39

### 40 41 **8-01.3(2)B Seeding and Fertilizing**

42 (\*\*\*\*\*)

43 *This section is supplemented with the following:*

44 Hydroseeding is anticipated to begin after finish-grading work has been completed and  
45 while the soil remains friable and weed free. Throughout hydroseeding operations, the  
46 Contractor shall keep the premises clean, free of excess soils and other materials, including  
47 refuse and debris, resulting from the Contractor's work. At the conclusion of work, the  
48 Contractor shall remove surplus hydroseeding materials and installation debris from the  
49 construction site and shall leave the project in a neat condition.

#### 50 **Erosion Control Seed**

51 Seed of the following composition, proportion, and quality shall be applied at a rate of 80  
52 pounds per acre on areas requiring seeding, fertilizing and mulching:



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Kind and Variety of <u>Seed in Mixture</u>	Pounds of Pure Live Seed <u>Per Acre</u>
Perennial Rye (Lolium perenne)	60.0
Red fescue (Festuca rubra ssp. rubra)	17.0
White Dutch Clover (Trifolium repens) (pre-inoculated)	<u>3.0</u>
TOTAL	80.0

Source Identified seed shall be fourth generation or earlier. Non-Source Identified seed shall meet or exceed Washington State Department of Agriculture Certified Seed Standards and be from within the \*\*\* Puget Lowland \*\*\* Ecoregion(s) as defined by the US Environmental Protection Agency (EPA) and shown at:

[http://www.wsdot.wa.gov/publications/fulltext/Roadside/eco\\_regions\\_v9.jpg](http://www.wsdot.wa.gov/publications/fulltext/Roadside/eco_regions_v9.jpg)

Seeds shall be certified "Weed Free," indicating there are no noxious or nuisance weeds in the seed.

**(NWR July 27, 2009)**

**Fertilizer for Seeding, Fertilizing, and Mulching**

Sufficient quantities of fertilizer shall be applied to supply the following amounts of nutrients:

Total Nitrogen as N - 135 pounds per acre.

Available Phosphoric Acid as P<sub>2</sub>O<sub>5</sub> - 60 pounds per acre.

Soluble Potash as K<sub>2</sub>O - 60 pounds per acre.

The Contractor shall provide a manufacturer's certificate that the product contains 70% or greater slow release nitrogen with a release time period greater than six weeks and that hydroseeding is an acceptable application method.

The fertilizer formulation and application rate shall be approved by the Engineer before use.

**8-01.3(2)D Mulching**

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

*This section is supplemented with the following:*

Wood cellulose fiber mulch used with erosion control seeding shall be applied in accordance with manufacturer's recommended rate. Mulch shall be applied with a tackifier per section 8-01.3(2)E.

1 **8-01.3(7) Stabilized Construction Entrance**  
2 (\*\*\*\*\*)  
3 *Section 8-01.3(7) is supplemented with the following:*  
4 The Stabilized Construction Entrance shall meet the requirements of WSDOT Standard Plan  
5 I-80.10-01.  
6  
7 **8-01.3(8) Street Cleaning**  
8 (\*\*\*\*\*)  
9 *Section 8-01.3(8) is supplemented with the following:*  
10 Contractor shall be responsible for controlling dust and mud within the project limits.  
11 Contractor shall clean up on a daily basis all refuse, rubbish, scrap material and debris  
12 caused by the work, to the end that, at all times, the site of the work shall present a neat,  
13 orderly and workmanlike appearance.  
14  
15 Contractor shall be responsible at all times, for the maintenance of streets and other utilities  
16 affected by construction operations. Contractor shall clean and sweep streets at the end of  
17 each working day, and throughout the working day, as deemed necessary by the Project  
18 Engineer, to render the streets free of all mud, debris, and foreign materials.  
19  
20 In the event the Contractor fails to conform to these requirements, the Owner shall have the  
21 right to have the work done by others and the cost shall be deducted from moneys due to  
22 the Contractor in accordance with Section 1-05.7 of the Standard Specifications as revised  
23 by the Special Provisions.  
24  
25 Costs associated with street cleaning are considered incidental to other work of this contract.  
26  
27 No separate payment will be made for street cleaning.  
28  
29 Loose dirt and construction debris shall be removed from the roadway at the end of each  
30 work shift, prior to expected rainfall, to control dust, and as ordered by the Engineer. Dirt and  
31 debris will not be allowed into the storm sewer system or into waterways. Cleaning and  
32 debris removal shall occur within 24 hours of the order. The type and number of sweepers  
33 are subject to the approval of the Engineer. For street sweepers, a backup vehicle, equipped  
34 with a sequential arrow sign meeting the requirements of Section 9-35.4 of the  
35 AMENDMENTS TO THE STANDARD SPECIFICATIONS of these Contract Provisions, shall  
36 follow the work vehicle (sweeper). The backup vehicle shall be self-propelled and separate  
37 from the work vehicle and shall be equipped with a truck mounted impact attenuator meeting  
38 the requirements in the Special Provision Mobile Operations.  
39  
40 The Contractor shall plan the operations to minimize the need for street cleaning.  
41  
42 All equipment shall be kept clean and free of dirt and contaminants and shall be free of fluid  
43 leaks.  
44  
45 **8-01.3(9) Sediment Control Barriers**  
46 (\*\*\*\*\*)  
47 *Section 8-01.3(9) is supplemented with the following:*  
48 Silt fence shall be inspected after heavy rainfall and regularly during prolonged rainfall. If  
49 there are tears or breaks found in the fence, the fence shall be repaired or replaced  
50 immediately. If the filter fabric deteriorates, it shall be replaced.  
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## **ROADSIDE RESTORATION**

### **Materials**

Section 8-02.2(9-14.1(1)) shall be supplemented with the following:

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

### **Topsoil Type B**

Topsoil Type B shall meet the material requirements as specified in Section 9-14.1(2) with the exception that the second paragraph is deleted.

#### **Compost**

Compost shall be coarse compost and meet the material requirements as specified in Section 9-14.4(8).

#### **Mixing Requirements**

The Contractor shall submit the proposed method of mixing in writing for the Engineers approval. No mixing shall take place without written approval from the Engineer.

### **Soil Amendments**

Soil amendment shall be coarse compost.

### **Arborvitae**

Arborvitae trees shall be 8' in height at planting, Extra Wide, and Grade A Extra Heavy.

## **Construction Requirements**

### ***8-02.3(1) Responsibility During Construction***

Section 8-02.3(1) is supplemented with the following:

*(NWR June 5, 2000)*

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

### ***8-02.3(3) Weed and Pest Control***

Section 8-02.3(3) is supplemented with the following:

*(NWR January 3, 2011)*

#### **Unwanted Vegetation**

In addition to noxious weeds, unwanted vegetation within roadside and mitigation areas throughout the project limits includes:

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- Butterfly bush (Buddleia spp.)
- Canadian thistle (Cirsium arvense)
- Common reed (Phragmites australis)
- Evergreen blackberry (Rubus laciniatus)
- Giant hogweed (Heracleum Mantegazzianum)
- Hedge bindweed (Calystegia sepium)
- Himalayan blackberry (Rubus discolor or R. procerus)
- Knotweed (Polygonum cuspidatum, P. bohemicum, P. sachalinense, P. polystachyum)
- Purple loosestrife (Lythrum salicaria)
- Reed Canarygrass (Phalaris arundinacea)
- Scotch broom (Cytisus scoparius)

The Contractor shall identify all target weeds, specific to the site, to be controlled in the Weed and Pest Control Plan in accordance with Section 8-02.3(2).

This list of unwanted vegetation is not a complete list of weeds to be controlled within the project limits. The site may also include other invasive and competitive vegetation, as determined by the Engineer, which shall be controlled as ordered by the Engineer.

*(NWR January 3, 2011)*

The Contractor shall control additional unwanted vegetation found within the \*\*\*Portage Creek Wetland Enhancement and Prairie Creek Fish Passage areas\*\*\*. A method for control shall be proposed in the weed control and pest control plans and approved by the Engineer.

*(NWR January 17, 2006)*

The application of pre-emergent or residual herbicide will not be allowed on this project.

*(NWR January 3, 2011)*

All work to control weeds or pests shall be performed according to the Weed and Pest Control Plan as required in Section 8-02.3(2) throughout the life of the project. If the need arises for methods of weed or pest control that are not covered by the approved Weed and Pest Control Plan, the Contractor shall submit an amended plan for approval by the Engineer prior to performing the work.

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

A one (1) - foot radius area around each plant, excluding emergent plants, where applicable, shall be kept free of all other vegetation.

The seeded areas between plants shall be kept free of all undesirable vegetation as described in Section 8-02.3(3).

**8-02.3(5) Planting Area Preparation**

Section 8-02.3(5) is supplemented with the following:

*(NWR August 1, 2001)*

1 For planting areas that become compacted due to construction use, such as  
2 staging areas and access roads, the Contractor shall loosen and cultivate to a  
3 minimum depth of \*\*\* 12 inches \*\*\* prior to planting and seeding operations.  
4  
5 No cultivation shall occur in areas within the drip line of existing vegetation  
6 scheduled to remain.  
7

### 8 **8-02.3(6) Soil Amendments**

9

10 Section 8-02.3(6) is supplemented with the following:

11  
12 *(NWR January 17, 2006)*

13 Prior to placement and incorporation of soil amendment, the application and  
14 incorporation methods shall be approved by the Engineer.  
15

16 After the initial planting area weed control, soil placement, and grading are  
17 completed, and prior to the installation of irrigation lines and planting, all designated  
18 planting areas shall be covered with soil amendment. Soil amendment shall not be  
19 placed when a condition exists, such as frozen or water saturated soil, that may be  
20 detrimental to successful application, incorporation, or soil structure.  
21

22 The Contractor shall notify the Engineer a minimum of five working days prior to the  
23 start of soil amendment work.  
24

25 *(NWR August 1, 2001)*

26 Soil amendment shall be uniformly and evenly placed in all designated planting  
27 areas to a 3 inch, non-compacted depth and incorporated into the existing soil to a  
28 10 inch depth.  
29

### 30 **8-02.3(8) Planting**

31

32 Section 8-02.3(8) is supplemented with the following:

33  
34 *(NWR January 17, 2006)*

35 The Contractor shall exercise care when installing plant material in creek or stream  
36 bank edges to minimize disturbance of the stream bank and prevent sediment or  
37 other pollutant discharges from entering the stream.  
38

39 *(NWR January 17, 2006)*

40 Extension of Planting Period

41 For planting areas where soil is saturated during the contract planting period, the  
42 Contractor may request an extension of the planting period until a time when soils  
43 are no longer saturated. The Contractor must submit a written request to the  
44 Engineer a minimum of 10 working days prior to the end of the contract planting  
45 period. The request must indicate the following:  
46

- 47 1. Planting areas included in proposal
  - 48 2. Method of storage for plant material and cuttings
  - 49 3. Time for planting
  - 50 4. Supplementary measures to ensure plant survival
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The Engineer will only approve the extension for planting areas where saturated soil prevents planting during the contract planting period. Only additional costs for storage of plant material and remobilization are included in this item.

An extension of planting period waives only the planting timing for the selected planting areas. All other provisions shall continue to apply.

**8-02.3(11) Bark or Wood Chip Mulch**

Section 8-02.3(11) is supplemented with the following:

*(NWR January 17, 2006)*

Bark mulch or wood chip mulch shall be placed to a \*\*\* 3-inch \*\*\* non-compacted depth within a 1-foot radius around each plant (except emergents, if applicable).

**8-02.3(13) Plant Establishment**

Section 8-02.3(11) is supplemented with the following:

The Plant Establishment Plan shall show the scheduling, frequency, dates, materials and equipment utilized, whichever may apply, for all plant establishment activities including, but not limited to, the following:

- A. Plant Establishment Activities
  - 1. Weed Control for Target Weeds within Planting Areas
    - a. Chemical Applications  
(post and pre-emergent)
    - b. Hand weeding and removal
  - 2. Fertilizing
  - 3. Watering
  - 4. Litter and Debris Removal
  - 5. Pruning
  - 6. Insect and Disease Control
  - 7. Erosion Control Methods and Procedures
  - 8. Plant Replacement

**Payment**

Section 8-02.5 is supplemented with the following:

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

1 "Environmental Mitigation", per lump sum  
2 The lump sum contract price for "Environmental Mitigation" shall be full pay for tools, labor,  
3 equipment, and materials necessary to construct the mitigation, including plant removal and  
4 weed control, PSIFE, grading, topsoil, and any other items necessary to complete the  
5 mitigation, and no other payment will be made. Excavation for environmental mitigation is  
6 paid under the item "Mitigation Excavation Incl. Haul."  
7

## 8 **8-05 VACANT**

9 Delete Section 8-05 in its entirety and replace with the following:

10  
11 (\*\*\*\*\*)

## 12 13 **8-05 CURB DOOR**

### 14 15 **8-05.1 Description of Work**

16  
17 This Work consists of providing and setting Curb Door over existing Utility Manholes as  
18 shown and detailed in the Plans and Appendix H and per these Specifications.  
19

### 20 **8-05.2 Materials**

21  
22 Curb Door shall be 40 inches in length and 42 inches in width and consist of a spring  
23 assisted door and frame. The frame shall be designed to be cast in concrete. The frame  
24 and door shall be designed for pedestrian traffic only and shall have a hot-dipped galvanized  
25 NonSlip finish.  
26

27 Cover Slab where needed shall be constructed with Conc. Class 3000 and Epoxy-Coated St.  
28 Reinf. Bar in accordance with Section 6-02.  
29

### 30 **8-05.3 Construction Requirements**

31  
32 The Contractor shall install Curb doors integral with the sidewalk except in areas of no  
33 sidewalk. In areas of no sidewalk the contractor will install Curb Door with Cover Slab.  
34

35 Prior to installing Curb Doors the manholes shall be adjusted to grade. Manholes where  
36 Curb Doors are to be installed shall be adjusted to the grade of the adjacent newly  
37 constructed gutter. Grade area under curb door to drain to gutter line so water does not  
38 pond under curb door.  
39

### 40 **8-05.4 Measurement**

41  
42 "Curb Door" will be measured per each with cover slabs being incidental to Curb Door where  
43 used.  
44

### 45 **8-05.5 Payment**

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

47  
48 "Curb Door," per each.

1  
2 **CHAIN LINK FENCE AND WIRE FENCE**

3  
4 **(\*\*\*\*\*)**

5 Section 8-12.2 is supplemented with the following:

6  
7 The Property Fence shall consist of vinyl posts, rails, and boards. Color shall be khaki.

8  
9  
10 **(\*\*\*\*\*)**

11 Section 8-12.3(1)B is supplemented with the following:

12  
13 Top rails for Chain Link Fence Type 4 shall be galvanized pipe meeting the requirements for  
14 line or brace posts as shown in WSDOT Standard Plan L-20.10-01.

15  
16 The Property Fence shall be Solid Board style as shown in the standard plan in the  
17 appendix.

18  
19 The Contractor shall submit detailed drawings and specifications showing the wood fence  
20 details, site specific layout and foundation designs for approval prior to constructing the  
21 fence.

22  
23 **(\*\*\*\*\*)**

24 Add the following new section:

25  
26 8-12.3(3) Rolling Chain Link Fence Gate, 30-foot

27  
28 Where shown in the plans, two 30-foot rolling chain link fence gates shall be constructed to  
29 produce a total opening of 60 feet. The rolling gates shall be constructed per WSDOT  
30 Standard Plan L-20.10-01, except where modified to produce a rolling gate. The rolling gate  
31 shall include a double carrier wheel at the bottom, a rear wheel that rides on a tracking post,  
32 and a latch to enable locking with a padlock. All metal parts shall be hot dipped galvanized.

33  
34 Prior to constructing the rolling chain link fence gate, the Contractor shall submit shop  
35 drawings and material catalog cuts for approval by the Engineer.

36  
37 **(\*\*\*\*\*)**

38 Add the following new section:

39  
40 8-12.3(4) Widen Existing Fence Gate

41  
42 Where shown in the plans, two existing 14 foot gates shall be widened to 20 foot double  
43 gates per WSDOT Standard Plan L-30.10-01. The existing gate posts, gates, and  
44 foundations shall be removed and disposed of. The existing fence fabric shall be trimmed  
45 back as necessary to accommodate the new gates and cut wires shall be painted with  
46 galvanizing paint prior to attaching to the new gate posts.

47  
48 New foundations, gate posts, and gate assemblies shall be installed per WSDOT Standard  
49 Plan L-30.10-01.

50  
51 Add the following new section:



1 8-12.3(5) Bollard

2

3 Where shown in the plans, bollards shall be constructed per Snohomish County Standard  
4 Plan 4-170.

5

6 (\*\*\*\*\*)

7 **Payment**

8 Section 8-12.5 is supplemented with the following:

9

10 "Rolling Chain Link Fence Gate, 30-foot", per each

11 The unit contract price for "Widen Existing Fence Gate" shall be full pay for tools, labor,  
12 equipment, and materials necessary to construct the widened gate, including removal of  
13 existing gate, excavation, foundations, gate posts, galvanizing paint, gate assemblies, and  
14 fence fabric, and no other payment will be made.

15

16 "Property Fence", per linear foot

17 The linear foot bid price for "Property Fence" shall be full pay to furnish and install the wood  
18 fence, including posts, rails, boards, hardware, foundations, excavation and submittal and  
19 revision of the fence plans and specifications, and no further payment shall be made.

20

21 "Widen Existing Fence Gate", per each

22 The unit contract price for "Widen Existing Fence Gate" shall be full pay for tools, labor,  
23 equipment, and materials necessary to construct the widened gate, including removal of  
24 existing gate, excavation, foundations, gate posts, galvanizing paint, gate assemblies, and  
25 fence fabric, and no other payment will be made.

26

27 "Pedestrian Handrail", per linear foot

28 The unit contract price for "Pedestrian Handrail" shall be full pay for tools, labor, equipment,  
29 and materials necessary to construct the handrail, including coring, excavation, foundations,  
30 handrail, and sidewalk trimming and cleanup, and no other payment will be made.

31

32 "Bollard", per each

33 The unit contract price for "Bollard" shall be full pay for tools, labor, equipment, and materials  
34 necessary to construct the bollard, including sawcutting, coring, excavation, foundations,  
35 bollard, and sidewalk/roadway trimming and cleanup, and no other payment will be made.

36 The unit contract price for "Bollard" shall apply whether the bollard is fixed or removable.

37

38

39 **CEMENT CONCRETE SIDEWALKS**

40

41 Section 8-14 is supplemented with the following:

42

43 (March 28, 2011 COA GSP)

44 **AMERICANS WITH DISABILITIES ACT (ADA)**

45 **Construction Requirements**

46

47 All ADA facilities shall be in accordance with the latest edition of the Proposed Right-of-Way  
48 Accessibility Guidelines (PROWAG) guidelines.

49

50 Unless otherwise specified on the plans, or directed by the Engineer, cross slopes of  
51 sidewalks shall be a nominal 1.5%. Cross slopes shall not be less than 1% nor exceed 2%.

1  
2 Maximum slopes shown on the plans represent the maximum allowable slopes permitted by  
3 current ADA requirements. The Contractor shall take into consideration construction  
4 tolerances when placing sidewalks to insure maximum slopes are not exceeded.

5  
6 Completed sidewalks or other hardscape elements that exceed maximum specified slopes  
7 or are less than minimum specified slopes shall be removed and replaced by the Contractor  
8 at the Contractor's expense.

9  
10 **Measurement and Payment**

11  
12 Measurement of slopes shall be performed on the walkable surface and shall not take into  
13 consideration the curb elevation.

14  
15 Measurement and payment of concrete sidewalks shall be included in "Cement Conc.  
16 Sidewalk".

17  
18 Measurement and payment of ramps shall be included in "Cement Conc. Sidewalk", and no  
19 separate payment will be made.

20  
21 (\*\*\*\*\*)

22 **Payment**

23  
24 Supplement the section with the following:

25  
26 The unit bid price for Cement Conc. Sidewalk shall apply regardless of the thickness of the  
27 sidewalk required.

28  
29 **MAILBOX SUPPORT**

30  
31 Section 8-18 is supplemented with the following:

32  
33 (\*\*\*\*\*)

34 **RESET MAILBOXES**

35 **Construction Requirements**

36  
37 The Contractor shall coordinate permanent mailbox locations with the Engineer, and shall  
38 reset mailboxes on a new post.

39  
40 **Payment**

41 Section 8-18.5 is supplemented with the following:

42  
43 "Reset Mailbox", per each

44 The unit contract price for "Reset Mailbox" shall be full pay for tools, labor, equipment, and  
45 materials necessary to reset the mailbox, including moving the mailbox from its existing  
46 location, constructing a new foundation, setting the post, and attaching the mailbox to the  
47 new post, and no other payment will be made.

48  
49 **ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, AND ELECTRICAL**

50

1 **Materials**  
2 (\*\*\*\*\*)  
3 Roadway decorative luminaires shall be factory painted black and consists of the following:  
4 Pole: 11 ga, 9" Base Dia., Steel Fluted Tapered Pole, 0.14"/ft taper, 35'-0" height  
5 with Visco Model 20C finial or approved equal.  
6 Mast Arm: 2" Sch. 40 Steel Pipe, 2 3/8" O.D. x 0.154" Wall, 6'-0" length with G1 arm  
7 assembly.  
8 Luminaires: 250W HPS Cobra Head provided by Snohomish County PUD No. 1  
9 Base:  
10 Lower Base Section: Visco Model 10A/9 or approved equal  
11 Upper Base Section: Visco Model 11A/9 with removable access door or approved  
12 equal  
13 Base Collar: Visco Model 12A/9 or approved equal  
14  
15 Hanging Basket Arms: Mounted at 12'-0" high with an 18" reach.  
16 Receptacle: 15A, 120V Duplex Receptacle with weather proof cover mounted at 13'-0"  
17 Banner Arms: 1.90" O.D. Banner Arms and Clamp with a 3" Dia. Brass ball at the end.  
18 Top arm mounted at 19'-0" and Bottom Arm mounted at 14'-0".  
19  
20 Pedestrian Luminaires shall be factory painted black and consist of the following:  
21 Pole: 11 ga, 5 3/4" Base Dia., Steel Fluted Tapered Pole, 0.14"/ft taper, 14'-0" with 19/21 EVR  
22 Capital or approved equal.  
23 Luminaire: Visco Model #199 Polycarbonate Globe or approved equal with 70W, HPS Type  
24 I luminaire.  
25 Base:  
26 Lower Base Section: Visco Model 10A or approved equal  
27 Upper base Section: Visco Model 11A/9  
28 Base Collar: Visco Model 12A/9 or approved equal  
29  
30 The Contractor shall coordinate between the City and the manufacturer to provide the  
31 manufacturer to provide the manufacturer with banner size in order that the manufacturer  
32 can provide calculation for structural integrity of the pole and breakaway hardware/devices  
33 (breakaway hardware/devices to be purchased independently by the City.)  
34 Sign Holders shall be mounted to each pedestrian luminaire pole with two self tapping screws  
35 supplied by the Contractor. The contractor shall field drill the holes for the self tapping  
36 screws at the locations determined by the Engineer.  
37

38 (\*\*\*\*\*)  
39

#### 40 **Fiber Optic**

41 Fiber Optic Conduit shall be Rigid PVC Conduit per Standard Specification 9-29.1(4)A  
42

43 **(August 6, 2012)**

#### 44 **Traffic Signal Standards**

45 Traffic signal standards shall be furnished and installed in accordance with the  
46 methods and materials noted in the applicable Standard Plans, pre-approved plans,  
47 or special design plans.  
48

49 All welds shall comply with the latest AASHTO Standard Specifications for  
50 Structural Supports for Highway Signs, Luminaires and Traffic Signals. Welding  
51 inspection shall comply with Section 6-03.3(25)A Welding Inspection.  
52

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Hardened washers shall be used with all signal arm connecting bolts instead of lockwashers. All signal arm AASHTO M 164 connecting bolts tightening shall comply with Section 6-03.3(33).

Traffic signal standard types and applicable characteristics are as follows:

Type PPB Pedestrian push button posts shall conform to Standard Plan J-20.10 or to one of the following pre-approved plans:

<u>Fabricator</u>	<u>Drawing No.</u>
Northwest Signal Supply Inc.	NWS 3540 Rev. 2 and NWS 3540B Rev. 2
Valmont Ind. Inc.	DB00655 Rev. J Sheet's 1, 2 & 3
Ameron Pole Prod. Div.	WA10TR-1 & WAPPBPBA
Union Metal Corp.	TA-10035 Rev. R6 Sht. 1
West Coast Engineering Group	WSDOT-PP-01 Rev. 1
KW Industries	10-200-PED-1 Rev. 7, Sheets 1, 2 and 3

Type PS Pedestrian signal standards shall conform to Standard Plan J-20.16 or to one of the following pre-approved plans:

<u>Fabricator</u>	<u>Drawing No.</u>
Northwest Signal Supply Inc.	NWS 3540 Rev. 2 and NWS 3540B Rev. 2
Valmont Ind. Inc.	DB00655 Rev.J Sht. 1, 2 & 3
Ameron Pole Prod. Div.	WA10TR-1 & WA10TR-2
Union Metal Corp.	TA-10025 Rev. R17 Sht. 1 & 2
West Coast Engineering Group	WSDOT-PP-02 Rev. 1
American Pole Structures, Inc.	WS-PP-03 Rev. 1D
KW Industries	10-200-PED-1 Rev. 7, Sheets 1, 2 and 3

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Type I Type I vehicle signal standards shall conform to Standard Plan J-21.15 or to one of the following pre-approved plans:

<u>Fabricator</u>	<u>Drawing No.</u>
Northwest Signal Supply Inc.	NWS 3540 Rev. 2 and NWS 3540B Rev. 2
Valmont Ind. Inc.	DB00655 Rev. J Sht. 1 2 & 3
Ameron Pole Prod. Div	WA10TR-1 & WA10TR-2
Union Metal Corp.	TA-10025 Rev. R17 Sht. 1 & 2
West Coast Engineering Group	WSDOT-PP-02 Rev. 1
American Pole Structures, Inc.	WS-PP-03 Rev. 1D
KW Industries	10-200-PED-1 Rev. 7, Sheets 1, 2 and 3

Type FB Type FB flashing beacon standard shall conform to Standard Plan J-21.16 or the following pre-approved plan:

<u>Fabricator</u>	<u>Drawing No.</u>
Union Metal Corp	50200-B58 Rev. R6 Sht. 1 & 2
Valmont Ind. Inc.	DB00655 Rev.J Sht. 1 2 & 3
Ameron Pole Prod. Div.	WA10TR-1 & WA10TR-2
Northwest Signal Supply, Inc.	NWS 3540 Rev. 2 and NWS 3540B Rev. 2
KW Industries	10-200-PED-1 Rev. 7, Sheets 1, 2 and 3

Type RM Type RM ramp meter standard shall conform to Standard Plan J-22.15 or the following pre-approved plan:

<u>Fabricator</u>	<u>Drawing No.</u>
Union Metal Corp	50200-B58 Rev. R6 Sht. 1 & 2

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Valmont Ind. Inc.	DB00655 Rev. J Sht. 1 2 & 3
Ameron Pole Prod. Div.	WA10TR-1 & WA10TR-2
Northwest Signal Supply, Inc.	NWS 3540 Rev. 2 and NWS 3540B Rev. 2
KW Industries	10-200-PED-1 Rev. 7, Sheets 1, 2 and 3

Type CCTV Type CCTV camera pole standards shall conform to one of the following pre-approved Plans:

<u>Fabricator</u>	<u>Drawing No.</u>
Valmont Industries, Inc.	DB 00759 Rev. L
Ameron Pole Product Div.	W6CCTV1 Rev F & W6CCTV2 Rev A
West Coast Engineering Group	AP-WSDOT-CP-01-Rev. 3
American Pole Structures, LLC	WS-CP-01 Rev. 1C Sht. 1 & 2
Union Metal Corporation	Drawing No. P33-B318, R10 Sheets 1, 2 of 2
Union Metal Corporation	Drawing No. P33-B323, Rev. 3 Sheets 1, 2 of 2
Northwest Signal Supply, Inc.	Drawing No. NWS 3545 (For Type CCTV) Rev. 1
KW Industries	Drawing No. 10-200-CAM-1 Rev. 6, Sheets 1 and 2

Type II Characteristics:

Luminaire mounting height	N.A.
Luminaire arms	N.A.
Luminaire arm length	N.A.
Signal arms	One Only

Type II standards shall conform to one of the following pre-approved plans, provided all other requirements noted herein have been satisfied. Maximum (x) (y) (z) signal arm loadings in cubic feet are noted after fabricator.

Signal Arm		
<u>Length (max)</u>	<u>Fabricator</u> -(x) (y) (z)	<u>Drawing No.</u>

1	65 ft.	Valmont Ind. Inc.-(2894)	DB00625-Rev.R, Shts. 1, 2,3 & 4
2			
3			
4	65 ft.	Union Metal Corp. (2900)	71026-B86 Rev. R9 Shts. 1, 2, & 3
5			
6			
7	65 ft.	Ameron Pole-(2900) Prod. Div.	W3724-1 Rev. J & W3724-2 Rev.G
8			
9			
10	65 ft.	Northwest Signal-(2802) Supply Inc.	NWS 3500 Rev. 4 or NWS 3500B Rev. 4
11			
12			
13			
14	45 ft.	American Pole(1875) Structures, Inc.	WS-T2-L Rev. 8 Sheet 1 & 2 of 2
15			
16			
17	65 ft.	American Pole (2913) Structures, Inc.	WS-T2-H Rev. 8 Sheets 1 & 2 of 2
18			
19			
20	65 ft.	KW Industries	10-200-TSP-4 Rev. 5, Sheets 1, 2, and 3
21			
22			
23	65 ft	West Coast Engineering Group	WSDOT-TS-01 Rev. 3 Sheets 1, 2, and 3
24			
25			
26			
27	65 ft.	Maico Industries (2894)	WSDOTMA Rev. 3 Sheets 1, 2 and 3
28			
29			
30	Type III	Characteristics:	
31			
32		Luminaire mounting height	30 ft., 35 ft., 40 ft., or 50 ft.
33			
34			
35			
36		Luminaire arms	One Only
37		Luminaire arm type	Type 1
38		Luminaire arm length (max.)	16 ft.
39		Signal arms	One Only
40			
41			
42		Type III standards shall conform to one of the following pre- approved plans, provided all other requirements noted herein have been satisfied. Maximum (x) (y) (z) signal arm loadings in cubic feet are noted after fabricator.	
43			
44			
45			
46		Signal Arm	
47		<u>Length (max)</u>	<u>Fabricator</u> -(x) (y) (z) <u>Drawing No.</u>
48			
49	65 ft.	Valmont Ind. Inc.-(2947)	DB00625-Rev.R, Shts. 1, 2, 3 & 4 and"J" luminaire arm
50			
51			
52			

1	65 ft.	Union Metal Corp. (2900)	71026-B87 Rev. R11 Shts. 1, 2 & 3
2			
3			
4	65 ft.	Ameron Pole-(2900) Prod. Div.	W3724-1 Rev. J & W3724-2 Rev. G and "J" luminaire arm
5			
6			
7			
8	65 ft.	Northwest Signal-(2802) Supply Inc.	NWS 3500 Rev. 4 or NWS 3500B Rev. 4
9			
10			
11			
12	45 ft.	American Pole (1875) Structures, Inc.	WS-T3J-L, Rev. 11 Sheets 1 & 2 of 2
13			
14			
15	65 ft.	American Pole (2913) Structures, Inc.	WS-T3J-H, Rev. 10 Sheets 1 & 2 of 2
16			
17			
18	65 ft	West Coast Engineering Group	WSDOT-TS-01 Rev. 3 Sheets 1, 2, and 3
19			
20			
21	65 ft.	Maico Industries (2947)	WSDOTMA Rev. 3 Sheets 1, 2 and 3 and "J" luminaire arm
22			
23			
24			
25	65 ft.	KW Industries	10-200-TSP-3 Rev. 5, Sheets 1, 2, and 3
26			
27			
28	Type IV	Type IV strain pole standards shall be consistent with details in the plans and Standard Plan J-7c or one of the following pre- approved plans:	
29			
30			
31			
32		<u>Fabricator</u>	<u>Drawing No.</u>
33		Northwest Signal	NWS 3520 Rev. 2 or NWS 3520B Rev. 2,
34		Supply Inc.	
35			
36		Valmont Industries, Inc.	DB006885, Rev. A Sheets 1 and 2
37			
38			
39		Ameron Pole	M3650 Rev. G
40		Prod. Div.	
41			
42		Union Metal Corp.	EA-10224 Rev. R13 Sheet 1 of 1
43			
44			
45		American Pole	9000-12-037 Rev. A
46		Structures, Inc.	
47			
48		Maico Industries	WA-SP-4 Rev.2, Sheets 1 and 2 of 2
49			
50		KW Industries	10-200-SP-1 Rev. 4, Sheets 1 and 2
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KW Industries 10-200-SP-2 Rev. 5,  
Sheets 1 and 2

Type V Type V combination strain pole and lighting standards shall be consistent with details in the plans and Standard Plan J-7c or one of the following pre-approved plans:

<u>Fabricator</u>	<u>Drawing No.</u>
Northwest Signal Supply Inc.	NWS 3520 Rev. 2 or NWS 3520B Rev. 2

Valmont Industries, Inc.	DB006885, Rev. A Sheets 1 and 2
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Ameron Pole Prod. Div.	M3650 Rev. G
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Union Metal Corp.	EA-10225, Rev. R13 Shts. 1 & 2
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American Pole Structures, Inc.	9020-12-007 Rev. B
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Maico Industries	WA-SP-5 Rev. 2 , Sheets 1, 2 & 3 and "J" luminaire arm
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The luminaire arm shall be Type 1, 16 foot maximum and the luminaire mounting height shall be 40 feet or 50 feet as noted in the plans.

Type SD Type SD standards require special design. All special design shall be based on the latest AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals and pre-approved plans and as follows:

1. A 90 mph wind loading shall be used.
2. The Design Life and Recurrence Interval shall be 50 years for luminaire support structures.
3. Fatigue design shall conform to AASHTO Section 11, Table 11-1 using fatigue category III.

Complete calculations for structural design, including anchor bolt details, shall be prepared by a Professional Engineer, licensed under Title 18 RCW, State of Washington, in the branch of Civil or Structural Engineering or by an individual holding valid registration in another state as a civil or structural Engineer.

All shop drawings and the cover page of all calculation submittals shall carry the Professional Engineer's original signature, date of signature, original seal, registration number, and date of

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expiration. The cover page shall include the contract number, contract title, and sequential index to calculation page numbers. Two copies of the associated design calculations shall be submitted for approval along with shop drawings.

Details for handholes and luminaire arm connections are available from the Bridges and Structures Office.

Foundations for various types of standards shall be as follows:

Type PPB	As noted on Standard Plan J-20.10.
Type PS	As noted on Standard Plan J-21.10-02
Type I	As noted on Standard Plan J-21.10-02
Type FB	As noted on Standard Plan J-21.10-02
Type RM	As noted on Standard Plan J-21.10-02
Type CCTV	As noted on Standard Plan J-29.15-00
Type II	As noted in the Plans.
Type III	As noted in the Plans.
Type IV	As noted in the Plans and Standard Plan J-7c.
Type V	As noted in the Plans and Standard Plan J-7c.
Type SD	As noted in the Plans.

**Equipment List And Drawings**

Section 8-20.2(1) is supplemented with the following:

*(March 13, 1995)*

If traffic signal standards, strain pole standards, or combination traffic signal and lighting standards are required, final verified dimensions including pole base to signal mast arm connection point, pole base to light source distances (H1), mast arm length, offset distances to mast arm mounted appurtenances, and orientations of pole mounted appurtenances will be furnished by the Engineer as part of the final approved shop drawings prior to fabrication.

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

Section 8-20.5 is supplemented with the following:

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

“Fiber Optic Handhole”, per each

The unit contract price for “Fiber Optic Handhole” shall be full pay for tools, labor, equipment, and materials necessary to construct the handhole, including sawcutting, coring, excavation, handhole, and backfill, and no other payment will be made.

“Fiber Optic Conduit”, per each

The unit contract price for “Fiber Optic Conduit” shall be full pay for tools, labor, equipment, and materials necessary to construct the conduit, including providing and installing sleeving, sawcutting, coring, excavation, boring the conduit under railroad tracks, and backfill, and no other payment will be made.

1 **PERMANENT SIGNING**

2 ***Sign Removal***

3

4 (April 3, 2012 COA GSP)

5

6 The fourth and fifth sentences of Section 8-21.3(4) are replaced with the following:

7

8 All removed signs shall remain the property of the City. All removed signs shall  
9 be returned to:

10

11 City of Arlington Maintenance Shop

12 6205 188<sup>th</sup> PL NE

13 Arlington, WA 98223

14

15 **Identification Plates**

16

17 (June 2, 2008 COA GSP)

18

19 Section 8-21.3(9) G, Identification Plates, is deleted.

20

21 **ROCK AND GRAVITY BLOCK WALL AND GABION CRIBBING**

22 (\*\*\*\*)

23 Section 8-24.1 is supplemented with the following:

24 Work includes furnishing and installing modular concrete block retaining wall units to the  
25 lines and grades designated on the construction drawings and as specified herein.

26 Contractor shall check the materials upon delivery to assure proper material has been  
27 received.

28

29 Contractor shall prevent excessive mud, cementitious material, and like construction debris  
30 from coming in contact with the materials.

31

32 Contractor shall protect the materials from damage. Damaged material shall not be  
33 incorporated in the project (ASTM C1372).

34

35 The Contractor shall submit a detailed wall layout plan for approval by the engineer. The  
36 wall layout plan shall include, at a minimum:

- 37 • Types of blocks to be used
- 38 • Detailed block layout, including plan for stepping up or down block levels
- 39 • Wall reinforcement details and calculations, if necessary. Structural calculations shall  
40 be signed by a licensed professional engineer.

41

42 (\*\*\*\*)

43 Section 8-24.2 is supplemented with the following:

44 **Modular Wall Units**

45 A. Wall units shall be capable of providing the Abby pattern, as shown by Allan Block  
46 Europa series, as produced by a licensed manufacturer.

- 1 B. Wall units shall have minimum 28 day compressive strength of 3000 psi (20.7 MPa)  
 2 in accordance with ASTM C1372. The concrete units shall have adequate freeze-thaw  
 3 protection with an average absorption rate in accordance with ASTM C1372 or an average  
 4 absorption rate of 7.5 lb/ft<sup>3</sup> (120 kg/m<sup>3</sup>) for northern climates and 10 lb/ft<sup>3</sup> (160 kg/m<sup>3</sup>)  
 5 for southern climates.  
 6 C. Exterior dimensions shall be uniform and consistent. Maximum dimensional  
 7 deviations on the height of any two units shall be 0.125 in. (3 mm).  
 8 D. Wall units shall provide a minimum of 110 lbs total weight per square foot of wall face  
 9 area (555 kg/m<sup>2</sup>). Fill contained within the units may be considered 80% effective weight.  
 10 E. Exterior face shall be textured. Color as specified by owner.  
 11 F. Art Inset blocks are required at the locations shown in the plans. The art inset blocks  
 12 shall have a face finish similar to that of the other modular blocks.

13  
 14 **Wall Rock**

- 15 A. Material must be well-graded compactable aggregate, 0.25 in. to 1.5 in., (6 mm - 38  
 16 mm) with no more than 10% passing the #200 sieve. (ASTM D422)  
 17 B. Material behind and within the blocks may be the same material.

18  
 19 **Infill Soil**

- 20 A. Infill material shall be site excavated soils when approved by the on-site soils  
 21 engineer unless otherwise specified in the drawings. Unsuitable soils for backfill (heavy clays  
 22 or organic soils) shall not be used in the reinforced soil mass. Fine grained cohesive soils  
 23 ( $\phi < 31$ ) may be used in wall construction, but additional backfilling, compaction and water  
 24 management efforts are required. Poorly graded sands, expansive clays and/or soils with a  
 25 plasticity index (PI) >20 or a liquid limit (LL) >40 should not be used in wall construction.  
 26 B. The infill soil used must meet or exceed the designed friction angle and description  
 27 noted on the design cross sections, and must be free of debris and consist of one of the  
 28 following inorganic USCS soil types: GP, GW, SW, SP meeting the following gradation as  
 29 determined in accordance with ASTM D422.

30

Sieve Size	Percent Passing
4 inch (100 mm)	100 – 75
No. 4 (4.75 mm)	100 – 20
No. 40 (0.425 mm)	0 - 60
No. 200 (0.075 mm)	0 - 35

- 36  
 37 C. Where additional fill is required, contractor shall submit sample and specifications to  
 38 the wall design engineer or the onsite soils engineer for approval and the approving engineer  
 39 must certify that the soils proposed for use has properties meeting or exceeding original  
 40 design standards.

41  
 42 (\*\*\*\*\*)

43 Section 8-24.3 is supplemented with the following:

44 **Excavation**

- 45 A. Contractor shall excavate to the lines and grades shown on the construction  
 46 drawings. Contractor shall use caution not to over-excavate beyond the lines shown, or to  
 47 disturb the base elevations beyond those shown.  
 48 B. Contractor shall verify locations of existing structures and utilities prior to excavation.  
 49 Contractor shall ensure all surrounding structures are protected from the effects of wall  
 50 excavation.

51

1 **Foundation Soil Preparation**

- 2 A. Foundation soil shall be defined as any soils located beneath a wall.  
3 B. Foundation soil shall be excavated as dimensioned on the plans and compacted to a  
4 minimum of 95% of Standard Proctor (ASTM D698) prior to placement of the base material.  
5 C. Foundation soil shall be examined by the on-site soils engineer to ensure that the  
6 actual foundation soil strength meets or exceeds assumed design strength. Soil not meeting  
7 the required strength shall be removed and replaced with acceptable material.

8  
9 **Base**

- 10 A. The base material shall be the same as the Wall Rock material (Section 2.2) or a low  
11 permeable granular material.  
12 B. Base material shall be placed as shown on the construction drawing. Top of base  
13 shall be located to allow bottom wall units to be buried to proper depths as per wall heights  
14 and specifications.  
15 C. Base material shall be installed on undisturbed native soils or suitable replacement  
16 fills compacted to a minimum of 95% Standard Proctor (ASTM D698).  
17 D. Base shall be compacted at 95% Standard Proctor (ASTM D698) to provide a level  
18 hard surface on which to place the first course of blocks. The base shall be constructed to  
19 ensure proper wall embedment and the final elevation shown on the plans. Well-graded  
20 sand can be used to smooth the top 1/2 in. (13 mm) on the base material.  
21 E. Base material shall be a 4 in. (100 mm) minimum depth for walls under 4 ft (1.2 m)  
22 and a 6 in. (150 mm) minimum depth for walls over 4 ft (1.2 m).

23  
24 **Unit Installation**

- 25 A. The first course of wall units shall be placed on the prepared base with the raised lip  
26 facing up and out and the front edges tight together. The units shall be checked for level and  
27 alignment as they are placed.  
28 B. Ensure that units are in full contact with base. Proper care shall be taken to develop  
29 straight lines and smooth curves on base course as per wall layout.  
30 C. Fill all cores and cavities and a minimum of 12 in. (300 mm) behind the base course  
31 with wall rock. Use infill soils behind the wall rock and approved soils in front of the base  
32 course to firmly lock in place. Check again for level and alignment. Use a plate compactor to  
33 consolidate the area behind the base course. All excess material shall be swept from top of  
34 units.  
35 D. Install next course of wall units on top of base course. Position blocks to be offset  
36 from seams of blocks below. Perfect "running bond" is not essential, but a 3 in. (75 mm)  
37 minimum offset is recommended. Check each block for proper alignment and level. Fill all  
38 cavities in and around wall units and to a minimum of 12 in. (300 mm) depth behind block  
39 with wall rock. For taller wall application the depth of wall rock behind the block should be  
40 increased; walls from 15 ft (4.57 m) to 25 ft (7.62 m) should have a minimum of 2 ft (0.61 m)  
41 and walls above 25ft (7.62 m) should have a minimum of 3 ft (0.9 m). Spread infill soil in  
42 uniform lifts not exceeding 8 in. (200 mm) in uncompacted thickness and compact to 95% of  
43 Standard Proctor (ASTM D698) behind the consolidation zone.  
44 E. The consolidation zone shall be defined as 3 ft (0.9 m) behind the wall. Compaction  
45 within the consolidation zone shall be accomplished by using a hand operated plate  
46 compactor and shall begin by running the plate compactor directly on the block and then  
47 compacting in parallel paths from the wall face until the entire consolidation zone has been  
48 compacted. A minimum of two passes of the plate compactor are required with maximum lifts  
49 of 8 in. (200 mm). Expansive or fine-grained soils may require additional compaction passes  
50 and/or specific compaction equipment such as a sheepsfoot roller. Maximum lifts of 4 inches  
51 (100 mm) may be required to achieve adequate compaction within the consolidation zone.  
52 Employ methods using lightweight compaction equipment that will not disrupt the stability or

- 1 batter of the wall. Final compaction requirements in the consolidation zone shall be  
2 established by the engineer of record.
- 3 F. Install each subsequent course in like manner. Repeat procedure to the extent of wall  
4 height.
- 5 G. As with any construction work, some deviation from construction drawing alignments  
6 will occur. Variability in construction of SRWs is approximately equal to that of cast-in-place  
7 concrete retaining walls. As opposed to cast-in-place concrete walls, alignment of SRWs can  
8 be simply corrected or modified during construction. Based upon examination of numerous  
9 completed SRWs, the following recommended minimum tolerances can be achieved with  
10 good construction techniques.
- 11 Vertical Control -  $\pm 1.25$  in. (32 mm) max. over 10 ft (3 m) distance  
12 Horizontal Location Control - straight lines  $\pm 1.25$  in. (32 mm) over a 10 ft (3 m) distance.  
13 Rotation - from established plan wall batter:  $2.0^\circ$   
14 Bulging - 1.0 in. (25 mm) over a 10 ft (3.0 m) distance

15  
16 **Anti-Graffiti Coating**

17 The entire exposed face of the wall shall be coated with US Coating Solutions Ant-Graffiti  
18 System. The coating shall be applied per the manufacturer's recommendation, including  
19 sealing of the wall prior to applying the coating.

20  
21 **Additional Construction Notes**

22 A. Filter fabric use is not suggested for use with cohesive soils. Clogging of such fabric  
23 creates unacceptable hydrostatic pressures in soil reinforced structures. When filtration is  
24 deemed necessary in cohesive soils, use a three dimensional filtration system of clean sand  
25 or filtration aggregate.

26 B. Embankment protection fabric is used to stabilize rip rap and foundation soils in  
27 water applications and to separate infill materials from the retained soils. This fabric should  
28 permit the passage of fines to preclude clogging of the material. Embankment protection  
29 fabric shall be a high strength polypropylene monofilament material designed to meet or  
30 exceed typical Corps of Engineers plastic filter fabric specifications (CW-02215); stabilized  
31 against ultraviolet (UV) degradation and typically exceeding the values in Table 1, page 8 of  
32 the AB Spec Book.

33 C. Water management is of extreme concern during and after construction. Steps must  
34 be taken to ensure that drain pipes are properly installed and vented to daylight and a  
35 grading plan has been developed that routes water away from the retaining wall location.  
36 Site water management is required both during construction of the wall and after completion  
37 of construction.

38

39 (\*\*\*\*\*)

40 Section 8-24.5 is supplemented with the following:

41

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

44

45 "Modular Block Wall", per SF

46 The unit contract price for "Modular Block Wall" shall be full pay for tools, labor, equipment,  
47 and materials necessary to construct the wall, including excavation, wall construction, and  
48 backfill, anti-graffiti coating, and no other payment will be made.

49

50

1 **DIVISION 9**  
2 **MATERIALS**  
3

4 **STRUCTURAL STEEL AND RELATED MATERIALS**

5 **9-06.18 Metal Bridge Railing**

6 *(\*\*\*\*\*)*

7 *Section 9-06.18 is supplemented with the following:*

8  
9 Pedestrian Handrail shall anodized aluminum per Snohomish County Std. Plan 4-200, 4-2-2,  
10 and 4-204.

11 **EROSION CONTROL AND ROADSIDE PLANTING**

12 (January 14, 2011 COA GSP)

13 Section 9-14.4(2) is replaced with the following:

14  
15 ***9-14.4(2) Hydraulically Applied Erosion Control Products (HECPs)***

16 All HECPs shall be 100% biodegradable and in a dry condition free of noxious weeds,  
17 seeds, chemical printing ink, germination inhibitors, herbicide residue, chlorine bleach,  
18 rock, metal, plastic, and other materials detrimental to plant life. The HECP shall be  
19 suitable for spreading with a hydroseeder.

20  
21 All HECPs shall be furnished premixed by the manufacturer with Type A or Type B  
22 Tackifier as specified in 9-14.4(7). Under no circumstances will field mixing of additives  
23 or components be acceptable.

24  
25 The Contractor shall provide test results, dated within five years prior to the date of  
26 application, from an independent, accredited laboratory, as approved by the Engineer,  
27 showing the product meets the following requirements:  
28

29 **WATER DISTRIBUTION MATERIALS**

30 **Pipe**

31  
32 ***Ductile Iron Pipe***

33 Replace Paragraph 1 in Section 9-30.1(1) with the following:

34  
35 (March 16, 2012 COA GSP)

36 Ductile iron pipe shall meet the requirements of AWWA C151. Ductile iron pipe shall  
37 be Class 52 (Tyton Joint) and shall have a cement mortar lining and a 1-mil thick  
38 seal coat meeting the requirements of AWWA C104. Ductile iron pipe to be joined  
39 using bolted flanged joints shall be Special Thickness Class 53.

40  
41 **Fittings**

42  
43 ***Ductile Iron Pipe***

44 Section 9-30.2(1) is supplemented with the following:

45  
46 (March 16, 2012 COA GSP)

1 Joints shall be mechanical joints or rubber gasket push on joints (Tyton joints only),  
2 unless flanged joints or restrained joints are required as shown in the plans.  
3

#### 4 **Hydrants**

5 Supplement Section 9-30.5 with the following:  
6

7 (\*\*\*\*\*)

8 Fire Hydrant Assemblies shall be M&H 929 Reliant or Mueller Super Centurion 250.  
9

#### 10 **Water Service Connections (2 Inches and Smaller)**

11 Supplement Section 9-30.6(2) with the following:  
12

13 (\*\*\*\*\*)

14 Corp stop shall be Mueller or Ford 1" - 2" ball valve.  
15

16 Supplement Section 9-30.6(5) with the following:  
17

18 (\*\*\*\*\*)

19 Meter setter shall be Ford or Mueller.  
20

21 Supplement Section 9-30.6(7) with the following:  
22

23 (\*\*\*\*\*)

24 **Meter boxes shall be MidStates Plastics 1730-18 with solid DI lid.STANDARD**

25 **PLANS**

26 **January 9, 2012**

27 The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-  
28 01 transmitted under Publications Transmittal No. PT 09-013, effective January 2, 2012 is  
29 made a part of this contract.  
30

31 The Standard Plans are revised as follows:  
32

#### 33 B-10.20 and B10.40

34 Substitute "step" in lieu of "handhold" on plan  
35

#### 36 C-14a

37 SECTION B, callout – 1½" PVC CONDUIT (TYP.) is revised to read: 1¼" PVC  
38 CONDUIT (TYP.) callout (mark) 8 #9 ~ 36" (TYP.) is revised to read: callout (mark) 8 #8  
39 ~ 36" (TYP.) EPOXY BAR EXPANSION JOINT DETAIL, callout (mark) W #9 (epoxy  
40 coated symbol) ~ 36" (TYP.) is revised to read: callout (mark) 8 #8 (epoxy coated  
41 symbol) ~ 36" (TYP.)  
42

#### 43 C-23.60

44 Note 4. For anchor post assembly details, see Standard Plan C-1b. Use detail on this  
45 plan for wood breakaway post. (No block on this post)  
46

47 Is revised as follows:  
48



1 Note 4. For anchor post assembly details, refer to standard plan C-1b for Sim.  
2 Installation, with the exception of using the wood breakaway post detail, this plan. (No  
3 block on this post). Typical for both steel or wood guardrail runs.  
4  
5 G-24.40  
6 Existing callout - CORNER BOLT (TYP.)  
7 New callout - CORNER BOLT OR SHOULDER BOLT (TYP.)  
8  
9 J-1f  
10 Note 2, reference to J-7d is revised to J-15.15  
11 References to J-9a (3 instances) are revised to J-60.05  
12  
13 J-3b  
14 Sheet 2 of 2, Plan View of Service Cabinet, Boxed Note, "SEE STANDARD PLAN J-  
15 6C..." is revised to read: "SEE STANDARD PLAN J-10.10..."  
16 Sheet 2 of 2, Plan View of Service Cabinet Notes, references to Std. Plan J-9a are  
17 revised to J-60.05 (3 instances).  
18  
19 J-7c  
20 Note 3, reference to J-7d is revised to J-15.15  
21  
22 J-16b  
23 Key Note 1, reference to J-16a is revised to J-40.36  
24  
25 J-16c  
26 Key Note 1, reference to J-16a is revised to J-40.36  
27  
28 J-20.10  
29 Sheet 2, 2-Way Mounting Angle Detail,  
30 Dimension 1.625" is revised to 1.8125"  
31 Dimension 2.375" is revised to 2.1875"  
32  
33 J-75.40  
34 Monotube Sign Structure, elevation, callout – EQUIPMENT GROUNDING  
35 CONDUCTOR ~ SIZE PER NEC. MINIMUM SIZE # 8  
36 Is revised to read; EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC  
37 minimum size # 4 AWG  
38 Detail C, callout– EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL  
39 REINFORCING BAR, SIZE PER NEC MIN. SIZE # 8  
40 Is revised to read; EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL  
41 REINFORCING BAR, SIZE PER NEC minimum size # 4 AWG  
42  
43 J-75.45  
44 elevation, callout – EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC.  
45 MINIMUM SIZE # 8  
46  
47 Is revised to read:  
48  
49 EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC minimum size # 4 AWG  
50  
51 Detail D, callout– EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL  
52 REINFORCING BAR, SIZE PER NEC. MIN. SIZE # 8

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Is revised to read:

EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL REINFORCING BAR,  
SIZE PER NEC minimum size # 4 AWG

K-80.30

In the NARROW BASE, END view, the reference to Std. Plan C-8e is revised to Std. Plan K-80.35

L-20.10, Sheet 1

Delete all references to tension cable and substitute tension wire. Add knuckled selvage is required on the top edge of the fence fabric.

L-20.10, Sheet 2

Delete all references to tension cable and substitute tension wire. All rope thimbles, wire rope clips and seizing are not required.

L-30.10, Sheet 1

Delete all references to tension cable and substitute tension wire.

L-30.10, Sheet 2

Delete all references to tension cable and substitute tension wire. All rope thimbles, wire rope clips and seizing are not required.

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

31

A-10.10-00.....8/7/07	A-30.35-00.....10/12/07	A-50.20-01.....9/22/09
A-10.20-00.....10/5/07	A-40.00-00.....8/11/09	A-50.30-00.....11/17/08
A-10.30-00.....10/5/07	A-40.10-02.....6/2/11	A-50.40-00.....11/17/08
A-20.10-00.....8/31/07	A-40.15-00.....8/11/09	A-60.10-01.....10/14/09
A-30.10-00.....11/8/07	A-40.20-00.....9/20/07	A-60.20-02.....6/2/11
A-30.15-00.....11/8/07	A-40.50-01.....6/2/11	A-60.30-00.....11/8/07
A-30.30-01.....6/16/11	A-50.10-00.....11/17/08	A-60.40-00.....8/31/07
B-5.20-01.....6/16/11	B-30.50-00.....6/01/06	B-75.20-01.....6/10/08
B-5.40-01.....6/16/11	B-30.70-02.....6/16/11	B-75.50-01.....6/10/08
B-5.60-01.....6/16/11	B-30.80-00.....6/8/06	B-75.60-00.....6/8/06
B-10.20-00.....6/1/06	B-30.90-01.....9/20/07	B-80.20-00.....6/8/06
B-10.40-00.....6/1/06	B-35.20-00.....6/8/06	B-80.40-00.....6/1/06
B-10.60-00.....6/8/06	B-35.40-00.....6/8/06	B-82.20-00.....6/1/06
B-15.20-00.....6/1/06	B-40.20-00.....6/1/06	B-85.10-01.....6/10/08
B-15.40-00.....6/1/06	B-40.40-01.....6/16/10	B-85.20-00.....6/1/06
B-15.60-00.....6/1/06	B-45.20-00.....6/1/06	B-85.30-00.....6/1/06
B-20.20-01.....11/21/06	B-45.40-00.....6/1/06	B-85.40-00.....6/8/06
B-20.40-02.....6/10/08	B-50.20-00.....6/1/06	B-85.50-01.....6/10/08
B-20.60-02.....6/10/08	B-55.20-00.....6/1/06	B-90.10-00.....6/8/06
B-25.20-00.....6/8/06	B-60.20-00.....6/8/06	B-90.20-00.....6/8/06
B-25.60-00.....6/1/06	B-60.40-00.....6/1/06	B-90.30-00.....6/8/06

	B-30.10-00.....6/8/06	B-65.20-00.....6/1/06	B-90.40-00.....6/8/06
	B-30.20-01.....11/21/06	B-65.40-00.....6/1/06	B-90.50-00.....6/8/06
	B-30.30-00.....6/1/06	B-70.20-00.....6/1/06	B-95.20-01.....2/3/09
	B-30.40-00.....6/1/06	B-70.60-00.....6/1/06	B-95.40-00.....6/8/06
1	C-1.....6/16/11	C-5.....6/16/11	C-20.14-01.....10/14/09
	C-1a.....10/14/09	C-6.....5/30/97	C-20.15-00.....10/14/09
	C-1b.....6/16/11	C-6a.....10/14/09	C-20.18-00.....10/14/09
	C-1c.....5/30/97	C-6c.....1/6/00	C-20.19-00.....10/14/09
	C-1d.....10/31/03	C-6d.....5/30/97	C-20.40-02.....6/16/11
	C-2.....1/6/00	C-6f.....7/25/97	C-20.42-02.....6/16/11
	C-2a.....6/21/06	C-7.....6/16/11	C-20.45.00.....6/16/11
	C-2b.....6/21/06	C-7a.....6/16/11	C-22.14-02.....6/16/11
	C-2c.....6/21/06	C-8.....2/10/09	C-22.16-02.....6/16/11
	C-2d.....6/21/06	C-8a.....7/25/97	C-22.40-02.....6/16/10
	C-2e.....6/21/06	C-8b.....6/27/11	C-22.45.00.....6/16/11
	C-2f.....3/14/97	C-8e.....2/21/07	C-23.60-01.....10/14/09
	C-2g.....7/27/01	C-8f.....6/30/04	C-25.18-02.....6/16/11
	C-2h.....3/28/97	C-10.....6/3/10	C-25.20-04.....10/14/09
	C-2i.....3/28/97	C-13.....7/3/08	C-25.22-03.....10/14/09
	C-2j.....6/12/98	C-13a.....7/3/08	C-25.26-01.....10/14/09
	C-2k.....7/27/01	C-13b.....7/3/08	C-25.80-01.....7/3/08
	C-2n.....7/27/01	C-13c.....7/3/08	C-28.40-01.....6/16/11
	C-2o.....7/13/01	C-14a.....7/3/08	C-40.14-01.....6/3/10
	C-2p.....10/31/03	C-14b.....7/26/02	C-40.16-01.....6/3/10
	C-3.....6/27/11	C-14c.....7/3/08	C-40.18-01.....10/14/09
	C-3a.....10/4/05	C-14d.....7/3/08	C-85.14-00.....6/16/11
	C-3b.....6/27/11	C-14e.....7/3/08	C-85.15-00.....6/16/11
	C-3c.....6/27/11	C-15a.....7/3/08	C-85.16-00.....6/16/11
	C-4b.....6/8/06	C-15b.....7/3/08	C-85.18-00.....6/16/11
	C-4e.....2/20/03	C-16a.....6/3/10	C-85.20-00.....6/16/11
	C-4f.....6/16/11	C-16b.....6/3/10	C-90.10-00.....7/3/08
2	D-2.04-00.....11/10/05	D-2.48-00.....11/10/05	D-3.16-00.....6/16/11
	D-2.06-01.....1/6/09	D-2.64-01.....1/6/09	D-4.....12/11/98
	D-2.08-00.....11/10/05	D-2.66-00.....11/10/05	D-6.....6/19/98
	D-2.14-00.....11/10/05	D-2.68-00.....11/10/05	D-10.10-01.....12/2/08
	D-2.16-00.....11/10/05	D-2.80-00.....11/10/05	D-10.15-01.....12/2/08
	D-2.18-00.....11/10/05	D-2.82-00.....11/10/05	D-10.20-00.....7/8/08
	D-2.20-00.....11/10/05	D-2.84-00.....11/10/05	D-10.25-00.....7/8/08
	D-2.32-00.....11/10/05	D-2.86-00.....11/10/05	D-10.30-00.....7/8/08
	D-2.34-01.....1/6/09	D-2.88-00.....11/10/05	D-10.35-00.....7/8/08
	D-2.36-02.....1/6/09	D-2.92-00.....11/10/05	D-10.40-01.....12/2/08
	D-2.42-00.....11/10/05	D-3.....6/2/11	D-10.45-01.....12/2/08
	D-2.44-00.....11/10/05	D-3.10-00.....6/16/10	D-15.10-01.....12/2/08
	D-2.60-00.....11/10/05	D-3.11-00.....6/16/10	D-15.20-02.....6/2/11
	D-2.62-00.....11/10/05	D-3.17-00.....6/16/11	D-15.30-01.....12/02/08
	D-2.46-00.....11/10/05	D-3.15-00.....6/16/11	
3	E-1.....2/21/07	E-4.....8/27/03	
	E-2.....5/29/98	E-4a.....8/27/03	
4			

	F-10.12-02.....6/16/11	F-10.62-01.....9/05/07	F-40.15-01.....6/3/10
	F-10.16-00.....12/20/06	F-10.64-02.....7/3/08	F-40.16-01.....6/3/10
	F-10.18-00.....6/27/11	F-30.10-01.....6/3/10	F-45.10-00.....6/3/10
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