INTRODUCTION TO THE SPECIAL PROVISIONS

(January 4, 2024 APWA GSP, Option A)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2024 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

(May 1, 2013 COB GSP) Agency Special Provision

Project specific special provisions are labeled without a date as such:

(*****)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, *with Washington State modifications, if any*
- *Standard Plans for Road, Bridge and Municipal Construction,* WSDOT Manual M21-01, current edition
- *Design and Construction Standards and Specifications (DCSS)* – City of Bothell, current edition
- *Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way, July 26, 2011* (commonly referred to as the 2011 PROWAG)

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

DESCRIPTION OF WORK

(March 13, 1995 WSDOT GSP)

This Contract project provides for the abandonment of an existing concrete pipe culvert and the construction of a new fish-passable buried structure on 35th Avenue Southeast in Bothell, Washington to remove a fish passage barrier and to allow Cole/Woods Creek to contain its flow within its channel and associated floodplains where possible. All facilities will be installed in the public right-of-way or easements.

The installed facilities include a new, buried structure; approximately 480 linear feet channel excavation; 16 new large wood structures; and approximately 380 linear feet of berm. Project work also includes the associated excavation and replacement of road/pavement and utility relocations necessary to accommodate the new buried structure.

A vicinity map is located on Sheet 1 of the Plans.

SECTION 1-01 DEFINITIONS AND TERMS

1-01.3 DEFINITIONS *REVISION*

(January 19, 2022 APWA GSP)

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

Dates

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

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

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

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

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

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

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

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

Supplement this Section with the following: ***SUPPLEMENT***

All references in the Standard Specifications or WSDOT General Special Provisions, to the terms "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 the terms "State" or "state" shall be revised to read "Contracting Agency" unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

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

All references to "final contract voucher certification" shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

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

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

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

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

Contract Documents
See definition for "Contract".

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

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

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

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

END SECTION 1-01

SECTION 1-02 BID PROCEDURES AND CONDITIONS

1-02.1 PREQUALIFICATION OF BIDDERS *REVISION*

Delete this Section and title and replace with the following:

1-02.1 QUALIFICATIONS OF BIDDER *REVISION*

(January 24, 2011 APWA GSP)

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

1-02.2 PLANS AND SPECIFICATIONS *REVISION*

(*****)

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")	2	Furnished automatically upon award.
Contract Provisions	2	Furnished automatically upon award.
Digital Plans and Contract Provisions	N/A	Furnished automatically upon award.

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

1-02.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK

1-02.4(1) GENERAL *REVISION*

(December 30, 2022 APWA GSP, Option B)

The first sentence of the ninth paragraph, beginning with "Prospective Bidders desiring…" is revised to read:

Prospective Bidders desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business $$3$$ business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

1-02.5 PROPOSAL FORMS *REVISION*

(July 31, 2017 APWA GSP)

Delete this Section and replace 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 UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

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

1-02.6 PREPARATION OF PROPOSAL *SUPPLEMENT*

(January 4, 2024 APWA GSP, Option B)

Supplement the second paragraph with the following:

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

Delete the last two paragraphs, and replace them with the following: *REVISION*

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

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

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

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

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

(*****)

Section is supplemented with the following: ***SUPPLEMENT***

Bid proposals shall be signed in full by the person or persons legally authorized to bind the bidder to a contract. A bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A bid submitted by an agent shall have attached a current power of attorney certifying the agent's authority to bind the Bidder. The name of each person signing shall be typed or printed below the signature.

1-02.7 BID DEPOSIT ***SUPPLEMENT***

(March 8, 2013 APWA GSP)

Supplement this Section with the following:

Bid bonds shall contain the following:

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

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

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

1-02.10 WITHDRAWING, REVISING, OR SUPPLEMENTING PROPOSAL ***REVISION***

(July 23, 2015 APWA GSP)

Delete this Section, and replace it with the following:

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set of receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its Bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contract5ing Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

1-02.12 PUBLIC OPENING OF PROPOSAL ***SUPPLEMENT***

(December 1, 2020 COB GSP)

Section 1-02.12 is supplemented with the following:

Sealed bids are to be received at the location indicated and prior to the time specified in the Advertisement for Bids. Bids received will be publicly opened and read at the time and location indicated in the Advertisement for Bids.

1-02.13 IRREGULAR PROPOSALS ***REVISION***

(January 4, 2024 APWA GSP)

Delete this Section and replace with the following:

1. A Proposal will be considered irregular and will be rejected if:
    a. The Bidder is not prequalified when so required;
    b. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
    c. A price per unit cannot be determined from the Bid Proposal;
    d. The Proposal form is not properly executed;
    e. The Bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
    f. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;
    g. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
    h. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award in accordance with Section 1-07.11;
    i. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;

j. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation

2. A Proposal may be considered irregular and may be rejected if:
   a. The Proposal does not include a unit price for every Bid item;
   b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
   c. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;
   d. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;
   e. Receipt of Addenda is not acknowledged;
   f. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
   g. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option A)

Delete this section and replace it with the following:

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

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the Contracting Agency reserves the right to request documentation as needed from the Bidder and third parties concerning the Bidder's compliance with the mandatory bidder responsibility criteria.

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

1-02.15 PRE-AWARD INFORMATION *REVISION*

(December 30, 2022 APWA GSP)

Revise this section to read:

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

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

END SECTION 1-02

SECTION 1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 CONSIDERATION OF BIDS *REVISION*

(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

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

1-03.3 EXECUTION OF CONTRACT *REVISION*

(January 4, 2024 APWA GSP Option B)

Revise this section to read:

Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays), the successful Bidder shall provide the information necessary to execute the Contract to the Contracting Agency. The Bidder shall send the contact information, including the full name, email address, and phone number, for the authorized signer and bonding agent to the Contracting Agency.

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

Within 10 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within 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 ***REVISION***

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s);
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. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
   a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, 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;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
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(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-03.7 JUDICIAL REVIEW ***REVISION***

(December 30, 2022 APWA GSP)

Revise the section to read:

All decisions made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

END SECTION 1-03

SECTION 1-04 SCOPE OF WORK

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

(December 30, 2022 APWA GSP)

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Standard Specifications,
6. Contracting Agency's Standard Plans or Details (if any), and
7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-04.4 CHANGES

1-04.4(1) MINOR CHANGES *REVISION*

(*****)

Revise the first sentence of the first paragraph of Section 1-04.4(1) to read:

Payment or credits for changes amounting to $50,000 or less may be made under the bid item "Minor Change".

1-04.6 VARIATION OF ESTIMATED QUANTITIES

(May 25, 2006 APWA GSP)

Supplement this section with the following:

The quantities for all bid items have been entered into the Proposal only to provide a common proposal for bidders. Actual quantities will be determined in the field as the work progresses, and will be paid at the original bid price, regardless of final quantity. These bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

1-04.11 FINAL CLEANUP *SUPPLEMENTAL*

(December 1, 2020 COB GSP)

Section 1-04.11 is supplemented with the following:

All costs associated with final project site cleanup shall be considered incidental to the Contract and no additional compensation will be made.

The work that the contractor shall perform is as follows:

Removal of all rubbish, surplus materials, discarded materials, falsework, piling, camp buildings, temporary structures, equipment, and debris;

Remove from the Project all unneeded oversized rock left from grading, surfacing, or paving unless the Contract specifies otherwise or the Engineer approves otherwise;

On all concrete and asphalt pavement work, flush the pavement clean and remove the wash water and debris;

Clean out from all open culverts and drains, inlets, catch basins, manholes and water main valve chambers within the project limits of the Project Site, all dirt and debris of any kind that is the result of the Contractor's activity;

Level and fine grade all excavated material not used for backfill where the Contract requires; Fine grade all slopes;

Upon completion of the grading and cleanup operations at any privately-owned site for which a written agreement between the property owner and the Contractor is required, the Contractor shall obtain and furnish to the Engineer a written release from all damages, duly executed by the property owner, stating that the restoration of the property has been satisfactorily completed;

Raking or adding mulch next to pedestrian pathways or in areas of disturbed ground caused by contract work.

END SECTION 1-04

SECTION 1-05 CONTROL OF WORK

1-05.4 CONFORMITY WITH AND DEVIATION FROM PLANS AND STAKES *SUPPLEMENT*

(December 1, 2020 COB GSP)

Section 1-05.4 is supplemented with the following:

Contractor Surveying – Utilities

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of the water and sanitary sewer improvements. At a minimum, the Contractor shall provide line and grade offset stakes for all:

1) Manholes and catch basins;

2) Vertical and horizontal bends and grade changes in pipes;

3) Valve or valve cluster locations;

4) Pipe and service connections, including at tee and cross fittings on mains;

5) Service boxes, vaults, assemblies, hydrants and fire department connections;

6) Pipe invert elevations no greater than 25 feet apart

Grade tolerances for all utility improvements shall meet the requirements for the utility being constructed. Where no requirements are specified, the grade tolerances of all improvements shall be +/- 0.02 from the design grade.

The Contracting Agency reserves the right to check the grade of all constructed improvements. In the event, the improvements do not meet specified tolerances, the Contractor shall remove the improvements and reconstruct them to acceptable grades at own expense.

Changes to utility line and grade as a result of conflicts not shown on the plans shall be measured in the field or surveyed as determined by the City construction inspector. As directed by the Engineer, additional construction surveying shall be done as extra work at force account in accordance with Section 1-09.6 or as a change in accordance with Section 1-04.4. Field measured changes will not be considered as extra work. All changes shall be noted within the record drawings at no additional expense to the Contracting Agency.

The Contractor shall submit all survey staking notes within three days of staking the improvements.

Payment

All costs necessary to complete the Work involved with Contractor Surveys - Utilities shall be included in the lump sum price for Contractor Surveying – Roadway.

(January 13, 2021 WSDOT GSP, Option 2) ***SUPPLEMENT***

Section 1-05.4 is supplemented with the following:

The Contracting Agency has provided primary survey control in the Plans.

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

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

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

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

1. Verify the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.

2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced no further than 50 feet.

3. Establish clearing limits, placing stakes at all angle points and intermediate points not more than 50 feet apart. The clearing and grubbing limits shall be 56 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.

4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope takes. If Global Positioning Satellite (GPS) Machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor.

5. Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.

6. Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius

less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet. If GPS Machine Controls are used to provide grade control, then roadbed and surfacing stakes may be omitted at the discretion of the Contractor.

7. Establish intermediate elevation benchmarks as needed to check work throughout the project.

8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.

9. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illu7mination and signals, guardrails and barriers, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.

10. Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Engineer for review and approval 10 days prior to the beginning of work.

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

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

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

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

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

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

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

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

Payment

Payment will be made for the following bid item when included in the proposal:

" Contractor Surveying – Roadway ", lump sum.

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

(February 6, 2023)

Contractor Surveying - Structure

The Contracting Agency has provided primary survey control in the Plans.

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of bridges, noise walls, retaining walls, buried structures, and marine structures. Except for the survey control data to be furnished by the Contracting Agency, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

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

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

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

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

Verify the primary horizontal and vertical control furnished by the Contracting Agency and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.

Establish, by placing hubs and/or marked stakes, the location with offsets of foundation shafts and piles.

Establish offsets to footing centerline of bearing for structure excavation.

Establish offsets to footing centerline of bearing for footing forms.

Establish wing wall, retaining wall, noise wall, and buried structure horizontal alignment.

Establish retaining wall top of wall profile grade.

Establish buried structure profile grade.

Establish elevation benchmarks for all substructure formwork.

Check elevations at top of footing concrete line inside footing formwork immediately prior to concrete placement.

Check column location and pier centerline of bearing at top of footing immediately prior to concrete placement.

Establish location and plumbness of column forms, and monitor column plumbness during concrete placement.

Establish pier cap and crossbeam top and bottom elevations and centerline of bearing.

Check pier cap and crossbeam top and bottom elevations and centerline of bearing prior to and during concrete placement.

Establish grout pad locations and elevations.

Establish structure bearing locations and elevations, including locations of anchor bolt assemblies.

Establish box girder bottom slab grades and locations.

Establish girder and/or web wall profiles and locations.

Establish diaphragm locations and centerline of bearing.

Establish roadway slab alignment, grades and provide dimensions from top of girder to top of roadway slab. Set elevations for deck paving machine rails.

Establish traffic barrier and curb profile.

Profile all girders prior to the placement of any deadload or construction live load that may affect the girder's profile.

Establish locations for marine structures including fixed and floating berthing structures, vehicle and pedestrian foundations and spans, and marine-based buildings.

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

The Contractor shall submit the computed elevations at the top of bridge decks as a Type 2 Working Drawing. The elevations shall be computed at tenth points along the centerline of each girder web.

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

	Vertical	Horizontal
1. Stationing on structures		±0.02 feet
2. Alignment on structures		±0.02 feet
3. Superstructure elevations	±0.01 feet variation from plan elevation	
4. Substructure	±0.02 feet variation from Plan grades.	

Buried structures shall be within the tolerances described in Section 6-20.3.

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

When staking the following items, the Contractor shall perform independent checks from different secondary control to ensure that the points staked for these items are within the specified survey accuracy tolerances:

Piles
Shafts
Footings
Columns

The Contractor shall calculate coordinates for the points associated with piles, shafts, footings and columns. The Contracting Agency will verify these coordinates prior to issuing approval to the Contractor for commencing with the survey work. The Contracting Agency will require up to seven calendar days from the date the data is received to issuing approval.

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

Payment
Payment will be made for the following bid item when included in the proposal:

"Contractor Surveying - Structures", lump sum.

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

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

(October 1, 2005 APWA GSP)

Supplement this Section with the following:

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

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

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

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

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

1-05.11 FINAL INSPECTION ***REVISION***

Delete this Section and replace it with the following:

1-05.11 FINAL INSPECTIONS AND OPERATIONAL TESTING

(October 1, 2005 APWA GSP)

1-05.11(1) SUBSTANTIAL COMPLETION DATE

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

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

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

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

1-05.11(2) FINAL INSPECTION AND PHYSICAL COMPLETION DATE

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

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

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

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

1-05.11(3) OPERATIONAL TESTING

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

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

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

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

(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this Section.

1-05.15 METHOD OF SERVING NOTICES *REVISION*

(January 4, 2024 APWA GSP)

Revise the second paragraph to read:

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

1-05.16 WATER AND POWER *NEW*

(October 1, 2005 APWA GSP)

Add the following new Section:

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

1-05.18 RECORD DRAWINGS *NEW*

(March 8, 2013 APWA GSP)

Add the following new Section:

The Contractor shall maintain one set of full-size plans for Record Drawings, updated with clear and accurate red-lined field revisions on a daily basis, and within 2 business days after receipt of information that a change in Work has occurred. The Contractor shall not conceal any work until the required information is recorded.

This Record Drawing set shall be used for this purpose alone, shall be kept separate from other Plan sheets, and shall be clearly marked as Record Drawings. These Record Drawings shall be kept on site at the Contractor's field office, and shall be available for review by the Contracting Agency at all times. The Contractor shall bring the Record Drawings to each progress meeting for review.

The preparation and upkeep of the Record Drawings is to be the assigned responsibility of a single, experienced, and qualified individual. The quality of the Record Drawings, in terms of accuracy, clarity, and completeness, is to be adequate to allow the Contracting Agency to modify the computer-aided drafting (CAD) Contract Drawings to produce a complete set of Record Drawings for the Contracting Agency without further investigative effort by the Contracting Agency.

The Record Drawing markups shall document all changes in the Work, both concealed and visible. Items that must be shown on the markups include but are not limited to:

- Actual dimensions, arrangement, and materials used when different than shown in the Plans.
- Changes made by Change Order or Field Order.
- Changes made by the Contractor.
- Accurate locations of storm sewer, sanitary sewer, water mains and other water appurtenances, structures, conduits, light standards, vaults, width of roadways, sidewalks, landscaping areas, building footprints, channelization, and pavement markings, etc. Include pipe invert elevations, top of castings (manholes, inlets, etc.).

If the Contract calls for the Contracting Agency to do all surveying and staking, the Contracting Agency will provide the elevations at the tolerances the Contracting Agency requires for the Record Drawings.

When the Contract calls for the Contractor to do the surveying/staking, the applicable tolerance limits include, but are not limited to the following:

	Vertical	Horizontal
As-built sanitary & storm invert and grate elevations	± 0.01 foot	± 0.01 foot
As-built monumentation	± 0.001 foot	± 0.001 foot
As-built waterlines, inverts, valves, hydrants	± 0.10 foot	± 0.10 foot
As-built ponds/swales/water features	± 0.10 foot	± 0.10 foot
As-built buildings (fin. Floor elev.)	± 0.01 foot	± 0.10 foot
As-built gas lines, power, TV, Tel, Com	± 0.10 foot	± 0.10 foot
As-built signs, signals, etc.	N/A	± 0.10 foot

Making Entries on the Record Drawings:

- Use erasable colored pencil (not ink) for all markings on the Record Drawings, conforming to the following color code:
- Additions - Red
- Deletions - Green
- Comments - Blue
- Dimensions - Graphite
- Provide the applicable reference for all entries, such as the change order number, the request for information (RFI) number, or the approved shop drawing number.
- Date all entries.
- Clearly identify all items in the entry with notes similar to those in the Contract Drawings (such as pipe symbols, centerline elevations, materials, pipe joint abbreviations, etc.).

The Contractor shall certify on the Record Drawings that said drawings are an accurate depiction of built conditions, and in conformance with the requirements detailed above. The Contractor shall submit final Record Drawings to the Contracting Agency. Contracting Agency acceptance of the Record Drawings is one of the requirements for achieving Physical Completion.

Payment will be made for the following bid item:

Record Drawings (Minimum Bid $5,000)	Lump Sum

Payment for this item will be made on a prorated monthly basis for work completed in accordance with this section up to 75% of the lump sum bid. The final 25% of the lump sum item will be paid upon submittal and approval of the completed Record Drawings set prepared in conformance with these Special Provisions.

A minimum bid amount has been entered in the Bid Proposal for this item. The Contractor must bid at least that amount.

END SECTION 1-05

SECTION 1-06 CONTROL OF MATERIAL

1-06.1 APPROVAL OF MATERIALS PRIOR TO USE

1-06.1(4) FABRICATION INSPECTION EXPENSE ***REVISION***

(June 27, 2011 APWA GSP)

Delete this section in its entirety.

1-06.6 Recycled Materials

(January 4, 2016 APWA GSP)

Delete this section, including its subsections, and replace it with the following:

The Contractor shall make their best effort to utilize recycled materials in the construction of the project. Approval of such material use shall be as detailed elsewhere in the Standard Specifications.

Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned to the supplier). The Contractor's report shall be provided on DOT form 350-075 Recycled Materials Reporting.

END SECTION 1-06

SECTION 1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 LAWS TO BE OBSERVED *SUPPLEMENT*

(October 1, 2005 APWA GSP)

Supplement this Section with the following:

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

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

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

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

1-07.1(2) HEALTH AND SAFETY *SUPPLEMENT*

(April 3, 2006 WSDOT GSP)

Supplement this Section with the following:

Confined Space

Confined spaces are known to exist at the following locations:

*** Contractor Designed Buried Structure***

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 Contractors 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 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.

1-07.2 STATE TAXES ***REVISION***

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

1-07.2 STATE TAXES

(June 27, 2011 APWA GSP)

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

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

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

1-07.2(1) STATE SALES TAX – RULE 171

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

1-07.2(2) STATE SALES TAX – RULE 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other Structures, upon real property. This includes, but is not limited to, the construction of streets, roads, Highways, etc., owned by the State of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical

power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

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

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

1-07.2(3) SERVICES

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

1-07.5 ENVIRONMENTAL REGULATIONS *SUPPLEMENT*

(September 20, 2010 WSDOT GSP, Option 1)

Section 1-07.5 is supplemented with the following:

Environmental Commitments

The following Provisions summarize the requirements, in addition to those required elsewhere in the Contract, imposed upon the Contracting Agency by the various documents referenced in the Special Provision **Permits and Licenses**. Throughout the work, the contractor shall comply with the following requirements:

(April 1, 2019 WSDOT GSP, Option 1B)

The Contractor shall notify the Engineer a minimum of *** $$10$$ *** calendar days prior to commencing any work in sensitive areas, mitigation areas, and wetland buffers. Installation of construction fencing is excluded from this notice requirement.

(August 3, 2009 WSDOT GSP, Option 2)

Payment

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

1-07.5(2) STATE DEPARTMENT OF FISH AND WILDLIFE *SUPPLEMENT*

(April 2, 2018 WSDOT GSP, Option 1)

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

The following Provisions summarize the requirements, in addition to those required elsewhere in the Contract, imposed upon the Contracting Agency by the Washington State Department of Fish and Wildlife. Throughout the work, the Contractor shall comply with the following requirements:

(April 2, 2018 WSDOT GSP, Option 1A)

The Contractor may begin Work below the Ordinary High-Water Line on July 01 and must complete all Work by September 30.

(April 2, 2018 WSDOT GSP, Option 2)

Payment

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

1-07.5(3) STATE DEPARTMENT OF ECOLOGY *SUPPLEMENT*

(April 2, 2018 WSDOT GSP, Option 1)

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

The following Provisions summarize the requirements, in addition to those required elsewhere in the Contract, imposed upon the Contracting Agency by the Washington State Department of Ecology. Throughout the work, the Contractor shall comply with the following requirements:

(August 3, 2009 WSDOT GPS, Option 1A)

A mixing zone is established within which the turbidity standard is waived during actual in-water work. The mixing zone is established to only temporarily allow exceeding the turbidity criteria (such as a few hours or days) and is not authorization to exceed the turbidity standard for the entire duration of the construction. The mixing zone shall not exceed *** $$50$$ *** feet downstream from the construction area.

(April 2, 2018 WSDOT GSP, Option 2)

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

1-07.5(5) U.S. ARMY CORPS OF ENGINEERS *SUPPLEMENT*

(April 2, 2018 WSDOT GSP, Option 1)

Section 1-07.5(5) is supplemented with the following:

The following Provisions summarize the requirements, in addition to those required elsewhere in the Contract, imposed upon the Contracting Agency by the U.S. Army Corps of Engineers. Throughout the work, the Contractor shall comply with the following requirements:

(February 25, 2013 WSDOT GSP, Option 1C)

Temporary structures and dewatering of areas under the jurisdiction of the U.S. Army Corps of Engineers must maintain normal downstream flows and prevent upstream and downstream flooding to the maximum extent practicable.

(August 9, 2009 WSDOT GSP, Option 1D)

Heavy equipment working in wetlands or mudflats must be placed on mats or other measures taken to minimize soil disturbance as approved by the Engineer.

(April 2, 2018 WSDOT GSP, Option 2)

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

1-07.6 PERMITS AND LICENSES *SUPPLEMENT*

(January 2, 2018 WSDOT GSP, Option 1)

Section 1-07.6 is supplemented with the following:

The Contracting Agency has obtained the below-listed permit for this project. A copy of the permit is attached as an appendix for informational purposes. Copies of these permits, including a copy of the Transfer of Coverage form, when applicable, are required to be onsite at all times.

Contact with the permitting agencies, concerning the below-listed permit(s), shall be made through the Engineer with the exception of when the Construction Stormwater General Permit coverage is transferred to the Contractor, direct communication with the Department of Ecology is allowed. The Contractor shall be responsible for obtaining Ecology's approval for any Work requiring additional approvals (e.g., Request for Chemical Treatment Form). The Contractor shall obtain additional permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable Bid items for the Work involved.

Land Fill & Grade Permit LFG xxxx-xxxx
US Army Corp Permit NWS-2022-661
HPA Permit 2024-4-386+01

(June 21, 2021 COB GSP) *SUPPLEMENT*

Section 1-07.6 is supplemented with the following:

The following anticipated permits and licenses will be at the Contractor expense:

- Fire Hydrant Use Permit
- City of Bothell Business License

1-07.7 LOAD LIMITS *SUPPLEMENT*

(March 13, 1995 WSDOT GSP, OPT. 6)

Section 1-07.7 is supplemented with the following:

If the sources of materials provided by the Contractor necessitates hauling over roads other than State Highways, the Contractor shall, at the Contractor's expense, make all arrangements for the use of the haul routes.

1-07.9 WAGES

10-07.9(5) REQUIRED DOCUMENTS

1-07.9(5)A Required Documents ***SUPPLEMENT***

(December 30, 2022 APWA GSP)

Section 1-07.9(5)A is supplemented with the following:

All Statements of Intent to Pay Prevailing Wages, Affidavits of Wages Paid and Certified Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be submitted to the Engineer and to the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system.

1-07.11 REQUIREMENTS FOR NONDISCRIMINATION *SUPPLEMENT*

1-07.11(2) CONTRACTUAL REQUIREMENTS ***SUPPLEMENT***

(January 24, 2024 WSDOT GSP)

Section 1-07.11(2) is supplemented with the following:

11. The Contractor shall comply with the following nondiscrimination provision, and the Contractor shall ensure the nondiscrimination provisions are included in all subcontracts.

    a. Nondiscrimination Requirement. During the term of this Contract, the Contractor, including all subcontractors, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, the contractor, including all subcontractors, shall give written notice of this nondiscrimination requirement to any labor organizations with which the Contractor, or subcontractor, has a collective bargaining or other agreement.

    b. Obligation to Cooperate. The Contractor, including all subcontractors, shall cooperate and comply with any Washington state agency investigation regarding any allegation that the Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

    c. Default. Notwithstanding any provision to the contrary, the contracting Agency may suspend the Contract in accordance with Section 1-08.6, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until the Contracting Agency receives notification that Contractor, including any subcontractor is cooperating with the investigating state agency. In the event

the Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), the Contracting Agency may terminate this Contract in whole or in part in accordance with Section 1-08.10(1), and in addition to the sanctions listed in 1-07.11(5), the Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, the Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. The Contracting Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Contracting Agency for default under this Provision.

1-07.16 PROTECTION AND RESTORATION OF PROPERTY

1-07.16(1) PRIVATE/PUBLIC PROPERTY

(October 3, 2022)

1-07.16(1)C Private Property

Section 1-07.16(1)C is supplemented with the following:

The Contractor shall not access the worksite from adjacent properties without permission from the Engineer. The Contractor shall submit a Type 2 Working Drawing to the Engineer in accordance with Section 1-05.3 prior to accessing the project site from adjacent properties. The Working Drawing shall include the methods, materials, equipment, and restoration measures used to access the worksite.

1-07.16(2) VEGETATION PROTECTION AND RESTORATION SUPPLEMENT (*****)

Section is 1-07.16(2) supplemented with the following:

The Owner's Representative will designate by individual flagging or other physical demarcation the vegetation to be saved and protected.

The Owner's Representative shall determine if a Certified Arborist is required to perform pruning activity required to complete the Work as specified. Pruning shall be in accordance with ANSI A300 Standards.

If due to, or for any reason related to the Contractor's operation, any tree, shrub, ground cover or herbaceous vegetation designated to be saved is destroyed, disfigured, or damaged to the extent that continued life is questionable as determined by the Owner's Representative, it shall be removed by the Contractor at the direction of the Owner's Representative.

1-07.16(2)A Wetland and Sensitive Area Protection ***SUPPLEMENT***
(*****)

Section 1-07.16(2)A is supplemented with the following:

All Contractor work in protected areas shall be conducted per Special Provisions of Section 2-01.3.

Buffer zones where Work is planned may be accessed by construction equipment and may be used for staging or stockpiling, however, no Clearing, Grubbing, and Roadside Cleanup Debris shall be stockpiled in buffer zones.

1-07.16(4) ARCHAEOLOGICAL AND HISTORICAL OBJECTS ***SUPPLEMENT***
(December 6, 2004 WSDOT GSP)

Section 1-07.16(4) is supplemented with the following:

The project area potentially contains archaeological or historical objects that may have significance from a historical or scientific standpoint. To protect these objects from damage or destruction, the Contracting Agency, at its discretion and expense, may monitor the Contractor's operations, conduct various site testing, and perform recover and removal of such objects when necessary.

The Contractor may be required to conduct its operations in a manner that will accommodate such activities, including the reserving of portions of the work area for site testing, exploratory operations and recovery and removal of such objects as directed by the Engineer. If such activities are performed by consultants retained by the Contracting Agency, the Contractor shall provide them adequate access to the project site.

Added work necessary to uncover, fence, dewater, or otherwise protect or assist in such testing, exploratory operations and salvaging of the objects as ordered by the Engineer shall be paid by force account as provided in Section 1-09.6. If the discovery and salvaging activities require the Engineer to suspend the Contractor's work, any adjustment in time will be determined by the Engineer pursuant to Section 1-08.8.

1-07.16(6) PAYMENT ***REVISION***
(*****)

Delete this Section and replace it with the following:

"Archaeological and Historical Salvage", by force account as provided in Section 1-09.6.

"Stand-by Time Due To Archaeological Findings", per day.

The unit contract price per day for "Stand-by Time Due To Archaeological Findings" shall be full pay for all costs required to comply with the requirements of Section 1-07.16(4) as described in the Standard Specifications and Special Provisions herein.

1-07.17 UTILITIES AND SIMILAR FACILITIES ***SUPPLEMENT***

(April 27, 2022 COB GSP)

Section 1-07.17 is supplemented with the following:

Attention is also directed to Section 1-12 of the Special Provisions regarding potholing of utilities. The Contractor shall be responsible for scheduling and holding a utility preconstruction meeting following the identification of utility conflicts.

The Contractor shall be responsible to verify the condition of existing utilities or private irrigation lines, whether active or abandoned, that may interfere with Work prior to any saw cutting or excavation. Utilities found to be or that which can be abandoned, whether indicated in Plans or not, shall be cut as needed and plugged at each end of the open pipe in accordance with Section 7-08.3(4) of the Special Provisions. Such utilities that are found and abandoned will be considered incidental to the various contract bid items. Active utilities shall be protected in place.

In the event of an existing active utility or underground facility not shown in the Plans is encountered and found to interfere with the vertical alignment of a new utility, the Contractor shall stop Work and notify the Engineer immediately of such conflict, provide the vertical and horizontal positioning of the existing utility and adjustments in accordance with Section 1-12.

The Contracting Agency will have up to three (3) days to provide direction of such notice. The Contractor shall have no claim for costs related to delays if a response is provided within the time allotted to respond.

Provisions shall be made in the project schedule up to 45 days for the relocation or adjusting of private utilities in the event of conflicts with Work. If relocation or adjustments of private utilities affect the critical path shown in the approved project schedule, the Contractor shall be granted additional contract days as needed without compensation.

(April 2, 2007 WSDOT GSP, Option 1)

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

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

Alderwood Water & Wastewater District
Dave Kaiser, PE, Project Engineer
Office: (425) 741-7911, Mobile: (425) 343-8549
dkaiser@awwd.com

Puget Sound Energy

Kiara Skye, Project Manager
CSP Public Improvement
425-213-9205
kiara.skye@pse.com

OnFiber
Glen F. Williams, Operations Manager
(503) 650-6041 x216 Office, (503) 475-9232 Mobile
Glen_Williams@kbmail.net

Northshore School District
Jon Wiederspan, Network Operations Manager
p: 425.408.7754
e: jwiederspan@nsd.org

Snohomish County PUD
Daniel Luu, P.E., Lead Engineer for Distribution Relocations
Office: (425) 783-4174, Cell: (425) 315-3529

(******)

When Work is performed within 20 feet of existing overhead power lines, the Contractor shall coordinate the need for power line protection or temporary shut off with Snohomish County Public Utility District at least 45 days in advance of Work.

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

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

1-07.18 INSURANCE

(January 4, 2024 APWA GSP)

1-07.18(1) GENERAL REQUIREMENTS

A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.

B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.

C. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made and state the retroactive date. Claims-made form coverage

shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.

E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency

G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

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

I. Under no circumstances shall a wrap up policy be obtained, for either initiating or maintaining coverage, to satisfy insurance requirements for any policy required under this Section. A "wrap up policy" is defined as an insurance agreement or arrangement under which all the parties working on a specified or designated project are insured under one policy for liability arising out of that specified or designated project.

1-07.18(2) ADDITIONAL INSURED

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

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

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

1-07.18(3) SUBCONTRACTORS

The Contractor shall cause each subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors.

The Contractor shall ensure that all subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

1-07.18(4) VERIFICATION OF COVERAGE

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

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

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

1-07.18(5) COVERAGES AND LIMITS

The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

$2,000,000	Each Occurrence
$3,000,000	General Aggregate
$3,000,000	Products & Completed Operations Aggregate
$2,000,000	Personal & Advertising Injury each offence
$2,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

$1,000,000 Combined single limit each accident

1-07.18(5)C Worker's Compensation

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

Add the following new section:

1-07.18(5)K Professional Liability

(December 30, 2022 APWA GSP) ***NEW***

The Contractor and/or its subcontractor(s) and/or its design consultant providing construction management, value engineering, or any other design-related non-construction professional services shall provide evidence of Professional Liability insurance covering professional errors and omissions.

Such policy shall provide the following minimum limits:

$1,000,000 per claim and annual aggregate

If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability insurance shall include coverage for Environmental Professional Liability.

If insurance is on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract.

1-07.23 PUBLIC CONVENCIENCE AND SAFETY

1-07.23(1) CONSTRUCTION UNDER TRAFFIC ***SUPPLEMENT***

(February 6, 2023 WSDOT GSP, Option 5)

Section 1-07.23 is supplemented with the following:

Lane, ramp, shoulder, and roadway closures are subject to the following restrictions:

Lane closures shall only be allowed between 9a.m. to 3p.m. as approved by the Engineer. At least one lane in one direction shall be provided during closures.

A full closure of 35th Ave SE shall only be allowed between June 18th and August 29th for the installation of the culvert and roadway construction but **shall not exceed a total of 15 consecutive calendar days**. The Contractor shall provide at least a 10-working day advance notice of the closure for approval by the Engineer. Attention is directed to Section 1-12 for other Contractor requirements before a full closure will be approved by the Engineer.

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours. Exceptions to these restrictions are listed below and when applicable take precedence over closures listed above. The Engineer may also consider on a case-by-case basis additional exceptions following a written request by the Contractor.

Lane, ramp, shoulder, and roadway closures are not allowed on any of the following:

1. A holiday,
2. A holiday weekend holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.
3. After 12 p.m. on the day prior to a holiday or holiday weekend, and
4. Before 12 p.m. on the day after the holiday or holiday weekend.
5. The two-hour period prior to and the two-hour period after the following special events:

It shall be the Contractor's responsibility to obtain the dates and times of all events.

Traffic Delays

When Automated Flagger Assistance Devices (AFADs) or flaggers are used to control traffic, traffic shall not be stopped for more than 2 minutes at any time. All traffic congestion shall be allowed to clear before traffic is delayed again.

If the delay becomes greater than 2 minutes, the Contractor shall immediately begin to take action to cease the operations that are causing the delays. If the 2 minute delay limit has been exceeded, as determined by the Engineer, the Contractor shall provide to the Engineer, a written proposal to revise his work operations to meet the 2 minute limit. This proposal shall be accepted by the Engineer prior to resuming any work requiring traffic control.

There shall be no delay to medical, fire, or other emergency vehicles. The Contractor shall alert all flaggers and personnel of this requirement.

General Restrictions

Construction vehicles using a closed traffic lane shall travel only in the normal direction of traffic flow unless expressly allowed in an accepted traffic control plan. Construction vehicles shall be equipped with flashing or rotating amber lights.

No two consecutive on-ramps, off-ramps, or intersections shall be closed at the same time and only one ramp at an interchange shall be closed, unless specifically shown in the Plans.

Roads or ramps that are designated as part of a detour shall not be closed or restricted during the implementation of that detour, unless specifically shown in the Plans.

Controlled Access

No special access or egress shall be allowed by the Contractor other than normal legal movements or as shown in the Plans.

Contractor's vehicles of 10,000 GVW or greater shall not exit or enter a lane open to public traffic except as follows:

Egress and ingress shall only occur during the hours of allowable lane closures, and:

1. For exiting an open lane of traffic, by decelerating in a lane that is closed during the allowable hours for lane closures.
2. For entering an open lane of traffic, by accelerating in a closed lane during the allowable hours for lane closures.

Traffic control vehicles are excluded from the gross vehicle weight requirement. If placing construction signs will restrict traveled lanes, then the work will be permitted during the hours of allowable lane closures.

Advance Notification

The Contractor shall notify the Engineer in writing of any traffic impacts related to lane closure, shoulder closure, sidewalk closure, or any combination for the week by 12:00 p.m. (noon) Wednesday the week prior to the stated impacts.

The Contractor shall notify the Engineer in writing ten working days in advance of any traffic impacts related to full roadway closure, ramp closure, or both.

The Contractor shall notify the Engineer in writing of any changes to the stated traffic impacts a minimum of 48 hours prior to the traffic impacts.

1-07.24 RIGHTS OF WAY ***REVISION***

(July 23, 2015 APWA GSP)

Delete this section and replace it with the following:

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

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

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

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the

Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

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

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

END SECTION 1-07

SECTION 1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 PRELIMINARY MATTERS *NEW*

(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) PRECONSTRUCTION CONFERENCE *NEW*

(October 10, 2008 APWA GSP)

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

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

The Contractor shall prepare and submit at the Preconstruction Conference the following:

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

Add the following new section:

1-08.0(2) HOURS OF WORK *NEW*

(December 8, 2014 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 8:00 a.m. and 5:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 1 day prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.).
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non-working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll.

1-08.1 SUBCONTRACTING

1-08.1(7)A Payment Reporting
(January 4, 2024 APWA GSP

Revise this section to read: "Vacant".

1-08.1(9) REQUIRED TO SUBCONTRACT CLAUSES

1-08.1(9)B Clauses Required in Subcontracts of All Tiers *SUPPLEMENT*
(January 24, 2024 WSDOT GSP)

Section 1-08.1(9)B is supplemented with the following:

16. 1-07.11 **Requirements for Nondiscrimination** – Item 11 from Section 1-07.11(2).

1-08.3 PROGRESS SCHEDULE

1-08.3(2) PROGRESS SCHEDULE

1-08.3(2)A Type A Progress Schedule ***REVISION***

(December 30, 2022 APWA GSP)

Revise this Section to read:

The Contractor shall submit 2 copies of a Type A Progress Schedule no later than at the Preconstruction Conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.4 PROSECUTION OF WORK ***REVISION***

(July 23, 2015 APWA GSP)

Delete this section and replace it with the following:

1-08.4 NOTICE TO PROCEED AND PROSECUTION OF WORK

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

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

(August 7, 2006 WSDOT GSP, Option 2)

The Contractor shall begin work no earlier than the begin work date stated in the written notice provided by the Engineer. The Engineer will provide a minimum of 10 calendar days written notice for the date identified as the first working day.

1-08.5 TIME FOR COMPLETION ***REVISION***

(December 30, 2022 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and all partial or whole days the Engineer declares as unworkable The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
    a. Certified Payrolls (per Section 1-07.9(5)).
    b. Material Acceptance Certification Documents.
    c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
    d. Final Contract Voucher Certification
    e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors.
    f. A copy of the Notice of termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination

by Ecology. This requirement will not apply if the construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16)

g. Property owner releases per Section 1-07.24

(March 13, 1995 WSDOT GSP, Option 7) ***SUPPLEMENT***

Section 1-08.5 is supplemented with the following:

This project shall be physically completed within 180 working days.

1-08.6 SUSPENSION OF WORK ***SUPPLEMENT***

(February 6, 2023 WSDOT GSP, Option 2)

Section 1-08.6 is supplemented with the following:

Contract time may be suspended for procurement of critical materials (Procurement Suspension). In order to receive a Procurement Suspension, the Contractor shall within 21 calendar days after contract execution by the Contracting Agency, place purchase orders for all materials deemed critical by the Contracting Agency for physical completion of the contract. The Contractor shall provide copies of purchase orders for the critical materials. Such purchase orders shall disclose the purchase order date and estimated delivery dates for such critical material.

The Contractor shall show procurement of the materials listed below as activities in the Progress Schedule. If the approved Progress Schedule indicates that the materials procurement are critical activities, and if the Contractor has provided documentation that purchase orders are placed for the critical materials within the prescribed 21 calendar days, then contract time will be suspended upon physical completion of all critical work except that work dependent upon the below listed critical materials:

*** Contractor-designed buried structure ***

Charging of contract time will resume upon delivery of the critical materials to the Contractor or 100 calendar days after contract execution by the Contracting Agency, whichever occurs first.

1-08.9 LIQUIDATED DAMAGES ***REVISION***

(March 3, 2021 APWA GSP, Option B)

Revise the second and third paragraph to read:

Accordingly, the contractor agrees:

1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Physical Completion, and

2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

Liquidated Damages Formula

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

Where:

LD = liquidated damages per working day (rounded to the nearest dollar).

C = original Contract amount.

T = original time for Physical Completion.

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine that the work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

END SECTION 1-08

SECTION 1-09 MEASUREMENT AND PAYMENT

1-09.2 WEIGHING EQUIPMENT

1-09.2(1) GENERAL REQUIREMENTS FOR WEIGHING EQUIPMENT *REVISION*

(January 4, 2024 APWA GSP, Option B)

Revise item 4 of the fifth paragraph to read:

4. Test results and scale weight records for each day's hauling operations are provided to the Engineer daily. Reporting shall utilize WSDOT form 422-0247A, Scaleman's Daily Report, unless the printed ticket contains the same information that is on the Scaleman's Daily Report Form. The scale operator must provide AM and/or PM tare weights for each truck on the printed ticket.

1-09.2(1) General Requirements for Weighing Equipment

(July 8, 2024.Option C)

Revise the sixth and seventh paragraph to read:

Trucks and Tickets – Each truck to be weighed shall bear a unique identification number. This number shall be legible and in plain view of the scale operator. The Contractor shall provide Electronic tickets or Physical tickets for all weighed materials. All Tickets shall, regardless of medium, at a minimum, contain the following information:

1. Date of haul;
2. Contract number;
3. Contract unit Bid item;
4. Unit of measure;
5. Identification number of hauling vehicle; and
6. Weight delivered:
    a. Net weight in the case of batch and hopper scales.
    b. Gross weight, tare (a.m. and p.m. minimum) and net weight in the case of platform scales (tare may be omitted if a tare beam is used).
    c. Approximate load out weight in the case of belt conveyor scales.

Electronic-tickets shall be uploaded to the designated site so that they can be accessed by the material receiver at the material delivery point. Physical tickets shall be handed to the inspector at the delivery point at the time materials are delivered. The material delivery point is defined as the location where the material is incorporated into the permanent Work. The Contractor's representative shall make report summaries available to the Engineer's designated receiver, not later than the end of shift, for reconciliation. Tickets for loads not verified as delivered will receive no pay.

1-09.2(5) MEASUREMENT *REVISION*

(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

Scale Verification Checks – At the Engineer's discretion, the Engineer may perform verification checks of the accuracy of each batch, hopper, or platform scale used in weighing contract items of Work.

1-09.6 FORCE ACCOUNT *SUPPLEMENT*

(December 30, 2022 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 by force account, only to provide a common proposal for Bidders. All such dollar amounts are to become part of the Contractor's total bid. However, the Contracting Agency does not warrant expressly or by implication, that the actual amount of work will correspond with those estimates. Payment will be made on the basis of the amount of work actually authorized by the Engineer.

1-09.9 PAYMENTS *REVISION*

(December 30, 2022 APWA GSP)

Section 1-09.9 is revised to read:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.

2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.

3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.

4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;

2. The amount of progress payments previously made; and

3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

Failure to perform obligations under the Contract by the Contractor may be decreed by the Contracting Agency to be adequate reason for withholding any payments until compliance is achieved.

Upon completion of all Work and after final inspection (Section 1-05.11), the amount due the Contractor under the Contract will be paid based upon the final estimate made by the Engineer and presentation of a Final Contract Voucher Certification to be signed by the Contractor. The Contractor's signature on such voucher shall be deemed a release of all claims of the Contractor unless a Certified Claim is filed in accordance with the requirements of Section 1-09.11 and is expressly excepted from the Contractor's certification on the Final Contract Voucher Certification. The date the Contracting Agency signs the Final Contract Voucher Certification constitutes the final acceptance date (Section 1-05.12).

If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher Certification or any other documentation required for completion and final acceptance of the Contract, the Contracting Agency reserves the right to establish a Completion Date (for the purpose of meeting the requirements of RCW 60.28) and unilaterally accept the Contract. Unilateral final acceptance will occur only after the Contractor has been provided the opportunity, by written request from the Engineer, to voluntarily submit such documents. If voluntary compliance is not achieved, formal notification of the impending establishment of a Completion Date and unilateral final acceptance will be provided by email with delivery confirmation from the Contracting Agency to the Contractor, which will provide 30 calendar days for the Contractor to submit the necessary documents. The 30 calendar day period will begin on the date the email with delivery confirmation is received by the Contractor. The date the Contracting Agency unilaterally signs the

Final Contract Voucher Certification shall constitute the Completion Date and the final acceptance date (Section 1-05.12). The reservation by the Contracting Agency to unilaterally accept the Contract will apply to Contracts that are Physically Completed in accordance with Section 1-08.5, or for Contracts that are terminated in accordance with Section 1-08.10. Unilateral final acceptance of the Contract by the Contracting Agency does not in any way relieve the Contractor of their responsibility to comply with all Federal, State, tribal, or local laws, ordinances, and regulations that affect the Work under the Contract.

Payment to the Contractor of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

1-09.11 DISPUTES AND CLAIMS

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

(December 30, 2022 APWA GSP)

Revise this Section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that all claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that all such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to all such claims or causes of action. It is further mutually agreed by the parties that when claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-09.13 CLAIMS RESOLUTION

1-09.13(1) CONDITIONS PRECEDENT TO BINDING ARBITRATION OR LITIGATION

1-09.13(1)A General *REVISION*

(January 19, 2022 APWA GSP)

Revise this Section to read:

Prior to seeking claims resolution through arbitration or litigation, the Contractor shall proceed in accordance with Sections 1-04.5 and 1-09.11. The provisions of Sections 1-04.5 and 1-09. 11 must be complied with in full as a condition precedent to the Contractor's right to seek claim resolution through binding arbitration or litigation.

Any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be resolved, as prescribed herein, through binding arbitration or litigation.

The Contractor and the Contracting Agency mutually agree that those claims or causes of action which total $1,000,000 or less, which are not resolved by mediation, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

The Contractor and the Contracting Agency mutually agree that those claims or causes of action in excess of $1,000,000, which are not resolved by mediation, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1-09.13(3) ARBITRATION

1-09.13(3)A Arbitration General *REVISION*

(January 19, 2022 APWA GSP)

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

1-09.13(4) VENUE FOR LITIGATION *REVISION*

(December 30, 2022 APWA GSP)

Revise this section to read:

Litigation shall be brought in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is mutually agreed by the parties that when litigation occurs, the Contractor shall permit the Contracting Agency to have timely access to all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

END SECTION 1-09

SECTION 1-10 TEMPORARY TRAFFIC CONTROL

1-10.1 GENERAL *REVISION*

(*****)

Revise the first paragraph of Section 1-10.1 to read:

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

Traffic shall be maintained in accordance with WSDOT Section 1-07.23, the Manual of Uniform Traffic Control Devices, and the requirements of the City of Bothell Public Works Department.

Access shall be maintained to private property at all times. When construction activities require that this access be temporarily interrupted, the Contractor shall:

1. Notify the property Owners individually.
2. Restrict access for 2 hours maximum unless the property owner's written permission is received and transmitted to the Engineer.

The Contractor shall submit a traffic control plan to the Engineer prior to commencing construction. Submittal and approval of the traffic control plan shall be solely the Contractor's responsibility.

Section 1-10.1 is supplemented with the following: ***SUPPLEMENT***

For any modifications to the access provisions, the Contractor shall furnish satisfactory documentation that the affected property owners concur with the proposed change. The Contractor shall be responsible to coordinate with and make the necessary arrangements to accommodate the access requirements of the affected property owners and the public services.

If a modification to traffic control is deemed necessary by the Engineer, the contractor shall immediately implement any requested modification(s). The need for flashing warning lights shall be as determined by the Engineer. The cost of modifications to the traffic control plans as directed by the Engineer shall be considered incidental to the Contract.

The Contractor shall determine and place signs in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and the Plans. A traffic control plan shall be submitted to the Engineer for review and approval prior to the beginning of construction.

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

(*****)

Section 1-10.1(2) is supplemented with the following: ***SUPPLEMENT***

The Contractor will not be allowed to set up traffic control until they are ready to begin and pursue the work continuously. Inconveniences to the traveling public are to be kept to a minimum.

The Contractor shall not begin any work on or adjacent to the roadway at any time until all signs and other traffic control devices are in place and operating, as outlined in Section 1-07.23(1) and 1-10 of the Standard Specifications and in these Special Provisions. The Contractor shall maintain the work area to ensure that all traffic signs and other traffic control devices are properly placed and in effect. The Contractor shall replace without delay, signs and traffic control devices that are misplaced, mutilated, or destroyed. All signs and traffic control devices that become soiled such that their effectiveness is diminished, as determined by the Engineer, shall be replaced, or cleaned by the Contractor without delay. Traffic cones used on this contract shall be a minimum of 28 inches in height. If used during the hours of darkness, the traffic cones shall be reflective with a reflector band, which meets the current Manual on Uniform Traffic Control Devices (MUTCD) standards. When unforeseen conditions occur which require traffic control the Contractor shall cooperate with the Engineer in providing appropriate traffic control to ensure safety to the traveling public, the personnel and equipment working on this project. If the Engineer requires additional signing on this project, the Contractor will install and maintain these signs until they are no longer required.

1-10.2 TRAFFIC CONTROL MANAGEMENT

1-10.2(1) GENERAL ***SUPPLEMENT***

(October 3, 2022 WSDOT GSP, Option 1)

Section 1-10.2(1) is supplemented with the following:

The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
(360) 297-3035
https://www.nwlett.edu

Evergreen Safety Council
12545 135th Ave. NE
Kirkland, WA 98034-8709
1-800-521-0778
https://www.esc.org

The American Traffic Safety Services Association
15 Riverside Parkway, Suite 100

Fredericksburg, Virginia 22406-1022
Training Dept. Toll Free (877) 642-4637
Phone: (540) 368-1701
https://atssa.com/training

Integrity Safety
13912 NE 20th Ave.
Vancouver, WA 98686
(360) 574-6071
https://www.integritysafety.com

US Safety Alliance
(904) 705-5660
https://www.ussafetyalliance.com

K&D Services Inc.
2719 Rockefeller Ave.
Everett, WA 98201
(800) 343-4049
https://www.kndservices.net

1-10.2(1) GENERAL

(*****) ***SUPPLEMENT***

Section 1-10.2 is supplemented with the following:

The Contractor shall provide the Engineer with a list of names and phone numbers of not more than six supervisory employees that may be called for traffic control, as needed, during working or non-working hours. The Contractor shall have at least one of these employees available at any time.

If the Contractor's employees are not available in a timely manner to take care of emergency traffic control work, Contracting Agency forces will perform this work on behalf of the Contractor. If Contracting Agency forces provide emergency traffic control, the costs to the Contracting Agency will be deducted from progress payments due the Contractor in accordance with Section 1-10.1 of the Standard Specifications

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

(April 12, 2021 COB GSP)

Section 1-10.2(2) is supplemented with the following:

A Traffic Control Plan (TCP) shall be submitted for approval ten (10) days in advance of all roadway work. A Traffic Control Plan (TCP) shall be submitted for each type of Work listed

below. A revised or additional TCP shall be submitted for approval 5 days prior to each time an adjustment to a previously approved TCP becomes necessary.

1. TCP (Construction Access) – Any construction activity that requires the Contractor to enter and exit the construction site using a public road. This plan shall address routes for hauling and delivery of project materials to and from the project site, and designated entrances and exits for personnel or construction vehicles for normal daily use.

    1. TCP (Temporary Traffic Lane Closures) – Any activity requiring closures or adjustments to lanes or Shoulders; driveway or pedestrian access; or entire Roadway.

    2. TCP (Pedestrian Detour Routes) – Any Work that may impede or impact directly or indirectly any existing pedestrian route not related to number 2 above.

1-10.2(2)A Traffic Control Notices ***SUPPLEMENT***

(January 7, 2021 COB GSP)

Section 1-10.2(2)A is supplemented with the following:

The Contractor shall also submit for approval to the Engineer a Closure/Detour Notice on a Contracting Agency provided form on the Wednesday preceding the week of the planned Work requiring the implementation of a TCP. The notice shall include planned closures or detours for the week period with the following information:

1. Date of closure
2. Limits of closure
3. Type of Work
4. Start and end times of closure
5. Approved TCP number
6. Detour routes, as applicable
7. Other pertinent information describing the closure

1-10.3 TRAFFIC CONTROL LABOR, PROCEDURES AND DEVICES ***SUPPLEMENT***

(May 20, 2020 WSDOT GSP, Option 1)

Section 1-10.3 is supplemented with the following:

Contractor Provided Uniformed Police Officer

The Contractor shall provide, direct, and monitor Uniformed Police Officers having jurisdiction to control traffic in accordance with the Plans. A uniformed police officer (UPO) is a sworn police officer from a local law enforcement agency or a Washington State Patrol officer. The UPO shall provide traffic control as shown in an accepted traffic control plan.

The following contact information for potential service providers is supplied for the Contractor's convenience:

City of Bothell Police Officers' Guild

Contact: Sgt. Darren Timpe
Phone: ((425) 487-5149
Email: darren.timpe@bothellwa.gov

Snohomish County Deputy Sheriffs' Assoc.
Contact: Officer Alexander Ross, Off-Duty Coordinator
Phone: (425) 754-9011
Email: Alex.Ross@co.snohomish.wa.us

Washington State Patrol
Contact: Overtime Coordinator
Phone: (360) 654-1118
Email: D7ServiceRequest@wsp.wa.gov

(*****) ***SUPPLEMENT***

Section 1-10.3 is supplemented with the following:

When 35th Ave SE is fully closed and traffic detour is in place, the Contractor shall provide a UPO at the 240th St SE and 35th Ave SE 4-way stop-controlled intersection during the peak traffic periods of 6 A.M. and 10 A.M. and 2 P.M and 6 P.M.

The Contractor shall also arrange for a UPO to be present for the following activities:

1. When the operation of a signal is interrupted as part of required Work; or

2. When detouring traffic or pedestrians safely through a signalized intersection becomes necessary as part of required Work.

3. Countermanding a traffic signal indication at a signalized intersection.

4. Where the Engineer deems it necessary for safety, including work during hours of darkness.

It shall be the Contractor's responsibility to secure the UPO services required by the contract, including the costs to arrange for and supervise the service. The services provided under the bid item "Contractor Provided Uniformed Police Officer" shall be considered a subcontract with the attendant requirements and responsibilities.

A UPO shall be provided in the event of accidental power outages or disruption of a signalized intersection as a result of Contractor's Work and remain in place until the intersection becomes satisfactorily operational as determined by City of Bothell Traffic Engineer or his/her representative.

1-10.3(3)A Construction Signs ***SUPPLEMENT***
(December 1, 2020 COB GSP)

Section 1-10.3(3)A is supplemented with the following:

Class B signs indicated in the Plans or as specified may remain longer than three (3) days provided they do not impede pedestrian routes (unless designed to), conflict with vehicular traffic movements, or have a restricted view.

The contractor shall provide no-parking signs on streets at least three (3) days in advance of closure, as needed, to ensure any public parking does not interfere with construction activities. Contractor shall coordinate parking restrictions with City Staff prior to temporary sign installation.

1-10.3(3)C Portable Changeable Message Sign ***SUPPLEMENT***

(May 10, 2022 COB GSP)

Section 1-10.3(3)C is supplemented with the following:

Whenever possible, a PCMS shall be placed behind a barrier or guardrail, or at a minimum provide 4 feet of lateral clearance to edge of travelled lane and be delineated by channelization devices.

If placement of PCMS is restricted due to existing conditions, the Contractor shall be required to recommend a location for approval by the Engineer.

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

(May 20, 2020 WSDOT GSP, Option 6)

Section 1-10.4(2) is supplemented with the following:

"Contractor Provided Uniformed Police Officer" will be measured by the hour.

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

(May 20, 2020 WSDOT GSP, Option 5)

Section 1-10.5(2) is supplemented with the following:

"Contractor Provided Uniformed Police Officer", per hour.

The unit Contract price per hour for "Contractor Provided Uniformed Police Officer" shall be full pay for performing the Work as specified and as shown in the Plans, including all costs for arrangement for and supervision of a uniformed law enforcement personnel and vehicles to participate in the Contractor's traffic control activities.

END SECTION 1-10

END OF DIVISION 1

SECTION 2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 DESCRIPTION *SUPPLEMENT*

(March 13, 1995 WSDOT GSP)

Section 2-01.1 is supplemented with the following:

Clearing and grubbing on this project shall be performed within the following limits:

As shown on sheet TEC-01 in the Contract Plans.

2-01.2 DISPOSAL OF USABLE MATERIALS AND DEBRIS

2-01.2(3) DISPOSAL METHOD NO. 3 – CHIPPING *SUPPLEMENT*

(*****)

Section 2-01.2(3) is supplemented with the following:

Chips shall not contain any species listed on the 2015 King County Classified Noxious Weed List or the King County list of weeds of concern.

2-01.3 CONSTRUCTION REQUIREMENTS *SUPPLEMENT*

(*****)

Section 2-01.3 is supplemented with the following:

The Contractor shall not disturb, or damage existing plant material designated for preservation and shall contact the Engineer if there is any conflict between the Plans and field conditions. All costs of protecting from damage those plants designated to be saved shall be incidental to the bid item "Clearing and Grubbing."

The Contractor shall remove only those trees designated for removal. Prior to clearing operations, the Contractor shall flag all trees over 15 feet high or six-inch caliper or greater (measured six inches above ground line) that are to be removed. The Contractor shall notify the Engineer after flagging is completed and arrange a meeting prior to the removal of any existing trees on the project. At this meeting the Contractor and Engineer shall inspect those trees designated for removal or salvage and make any necessary changes.

The Contractor shall remove all other plants and vegetation within the area to be cleared that are not designated for preservation.

Clearing during the known nesting season for most Migratory Bird Treaty Act (MBTA) protected species (March 15 and August 31) shall only occur after a qualified wildlife Biologist provided by the Contracting Agency surveys the area for active bird nests (i.e., nests that contain eggs or nestlings). Active nests are protected under the federal MBTA and shall not be disturbed. 48-hours

advance notice must be given to the Engineer to provide adequate time to schedule survey activities with the Biologist.

If the Contractor removes or damages any existing plant or plants not designated for removal because of any act, omission, neglect, or misconduct in the execution of the Work, such plant(s) shall be restored or replaced by the Contractor to a condition similar or equal to that existing before such damage or removal.

All replacements shall be inspected and approved prior to planting. Planting procedures will be subject to approval. All replacements shall be guaranteed to survive in a healthy condition.

The Contractor shall be responsible for the protection of tops, trunks, and roots of existing trees that are to remain on the project site. Existing trees subject to construction damage shall be boxed, fenced, or otherwise protected before any work is started. Heavy equipment or stockpiles shall not be allowed within the branch canopy. The Contractor shall remove interfering branches without injury to the tree trunks.

Grading Around Trees: Where excavating, or filling within the branch spread of trees that are to remain, the work shall be performed as follows:

1. *Trenching:* When trenching occurs around trees to remain, the tree roots shall not be cut, but the trench shall be tunneled under or around the roots by careful hand-digging and without injury to the roots.

2. *Raising Grades:* When the existing grade at tree is below the new finished grade, and fill not exceeding 16 inches is required, clean washed gravel graded from one- to two-inch size shall be placed directly around the tree trunk. The gravel shall extend out from trunk on all sides a minimum of 18 inches and finish approximately two inches above the finished grade at tree. Install gravel and cover with filter fabric before any earth fill is placed. New earth fill shall not be left in contact with the trunks of any trees requiring fill.

   Trees marked for preservation that are buried in fills over 16 inches deep shall have an open dry well of durable masonry (without mortar) situated at least 12 inches from the tree trunk. All wells are to be properly drained. Before fills of over 16 inches are made upon the tree root areas, it is advisable to spread at least a six-inch minimum layer of broken stone or coarse gravel covered by inverted sod shall be spread to facilitate proper drainage and aeration.

3. *Lowered Grades:* Existing trees in areas where the new finished grade is to be lowered, shall have regrading work done by hand to elevation as indicated. Roots as required shall be cut cleanly three inches below finished grade. Trees marked for preservation that are located more than six inches above proposed grades shall stand on broad rounded mounds and be graded smoothly into the lower level. Exposed or broken roots shall be cut clean and covered with topsoil.

If removal of canopy material is necessary to allow access for equipment, all costs associated with removal shall be considered incidental and included in the contract price for the Work. Pruning or reduction of leaf canopy shall be in accordance with Section 1-07.16(2).

Contractor shall not clear, prune, or cut existing vegetation between March 15 and July 31.

The contractor shall protect all wetland areas from any damage caused by construction. No machinery or heavy equipment is allowed directly on the wetland. All Work in the wetlands shall be performed with hand tools only.

Add the following new section:

2-01.3(5) TREE SALVAGE AND REUSE ***NEW***

"Salvage" means carefully removing trees and brush identified on the Plans for removal for reuse with rootwads and as many branches intact as possible. Trees approved for removal by the Engineer or currently felled within the Clearing Limit shall be stockpiled and incorporated into the Large Wood Features per Section 8-32 of these Special Provisions.

Any tree designated for salvage that is significantly damaged in the opinion of the Engineer for any reason related to the Contractor's operations shall be replaced with a similar tree, to be imported and installed at the expense of the Contractor.

Trees to be salvaged shall be taken down uncut with rootwads attached and shall not be cut or altered during felling activities without prior approval by the Engineer. Limbs, branches, and upper stems may be trimmed with approval by the Engineer and added to the slash and woody debris stockpile. During felling, handling, and placement activities, the Contractor shall minimize damage to the salvaged tree and minimize damage to limbs and branches to maintain as much of the original length and canopy as possible.

The Engineer reserves the right to inspect felled trees and reject any salvaged trees that compromise the integrity of their intended use.

2-01.4 MEASUREMENT ***SUPPLEMENT***

(*****)

Section 2-01.4 is supplemented with the following:

Tree Salvage and Reuse – No specific unit of measurement shall apply to the lump sum item of "Tree Salvage and Reuse".

2-01.5 PAYMENT ***SUPPLEMENT***

(*****)

Section 2-01.5 is supplemented with the following:

"Tree Salvage and Reuse", per lump sum.

The lump sum Contract price for "Tree Salvage and Reuse" shall be full pay for all work described in Section 2-01.3(5).

END SECTION 2-01

SECTION 2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 DESCRIPTION *SUPPLEMENT*

(*****)

The following is added at the end of the first sentence in Section 2-02.1:

...or as shown on the Plans.

Section 2-02.1 is supplemented with the following:

The following items shall be removed and disposed of in accordance with the requirements of Section 2-02:

1. Asphalt concrete pavement, approximately 280 SY.
2. Approximately 50 LF of sawcutting.

2-02.3 CONSTRUCTION REQUIREMENTS *SUPPLEMENT*

(*****)

Section 2-02.3 is supplemented with the following:

The Contractor shall remove and/or abandon all facilities as shown on the Plans and as necessary to complete the work. The Contractor shall field-verify the location of utilities prior to any excavation. Contractor is advised that the Plans may not show all underground utilities and structures in the areas of construction and that location, depth and condition of utilities and structures may not be as shown or implied. Prior to any excavation in any area of construction, Contractor shall exercise due diligence and take all necessary measures to verify the location, depth and conditions of existing underground utilities and structures. The Contractor shall review the Record Plans, as well as discuss their investigation efforts and findings with the utility owner and Engineer. In addition, Contractor shall make reasonable efforts to verify the presence, or absence, and location of utilities and structures as deemed necessary or prudent by potholing and other physical investigative measures necessary in advance of the actual construction work.

Some obstructions may not be shown. The removal and replacement of minor obstructions shall be anticipated and accomplished. Major obstructions encountered that are not shown on the Plans or could not have been foreseen by visual inspection of the site prior to bidding should immediately be brought to the attention of the Engineer in writing. The Engineer will make a determination for proceeding with the work. If the Engineer finds that the obstruction adversely affects the Contractor's costs or schedule for completion, a proper adjustment to the Contract will be made in accordance with Section 1-04.4 as amended in the Special Provisions.

Salvageable material shall become the property of the utility owner, unless otherwise noted on the Plans. Such material shall be handled carefully to prevent damage and shall be relocated or removed from the project site as directed by the Engineer and/or utility owner. This work includes excavation, saw-cutting of pavement and concrete, removal, haul and disposal of pavement, concrete, existing storm drains, catch basins, and existing culverts. Equipment, labor, and materials

necessary to perform the work as specified shall be considered a portion of this work. All material shall be hauled offsite to a permitted, Contractor provided, disposal site in accordance with Section 2-03.3(7)C. No additional payment will be made for haul.

Use of Explosives
Explosives shall not be used in the demolition.

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

Section 2-02.3(2) is supplemented with the following:

Removal of existing drainage structures falling within the grading limits of the project shall be considered "Roadway Excavation Incl. Haul" as specified in Section 2-03.3. Removal of existing drainage structures falling within the limits of structure excavation for the installation of new drainage structures shall be incidental to and included in the bid item for the excavation for the drainage structure.

Removal of existing drainage structures falling outside the limits described above shall be paid for as "Removal of Structure and Obstruction," which price shall be full pay for the removal and disposal of the existing drainage structure.

2-02.3(3) REMOVAL OF PAVEMENT, SIDEWALK, CURBS AND GUTTERS SUPPLEMENT (*****)

Section 2-02.3(3) is supplemented with the following:

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

2-02.5 PAYMENT SUPPLEMENT (*****)

Section 2-02.5 is supplemented with the following:

The Contract price per lump sum for "Removal of Structures and Obstructions" shall include all labor, equipment, and materials required to perform the specified Work including, but not limited to, excavating, removing, loading, placing, hauling, and disposing, excluding sawcutting, related demolition and removal of cementitious and asphalt concrete pavement, sidewalks, curbs and gutters, pipes, and other utilities identified for removal in the Plans.

END SECTION 2-02

SECTION 2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.3 CONSTRUCTION REQUIREMENTS

2-03.3(7) DISPOSAL OF SURPLUS MATERIAL

2-03.3(7)C Contractor-Provided Disposal Site ***REVISION***

(*****)

Paragraph 3 of Section is replaced with the following:

> Disposal of excess material within a wetland area or shoreline buffers will not be allowed. Wetlands are defined as those areas inundated or saturated by ground or surface water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

Section is supplemented with the following: ***SUPPLEMENT***

> No waste site has been provided for any of the surplus materials or waste accruing from this project. The Contractor shall make their own arrangements for the hauling away and disposal of such materials from the work site not specified to remain or be reused.
>
> The Contractor shall comply with all applicable codes and ordinances and shall obtain all permits and approval for the use of the disposal sites. The cost of any such permits and approvals shall be included in the bid prices for other work. The Contractor shall, if required by the Engineer, provide the Engineer the location used for all disposal sites and also provide copies of the permits and approvals for such sites.
>
> All surplus excavation or other materials shall be disposed of or reused in a manner that does not degrade sensitive resources such as wellhead protection zones, surface water bodies, parks, and child-use areas. Disposing of soils of any kind directly to a topsoil manufacturer is prohibited.

2-03.3(14) EMBANKMENT CONSTRUCTION

2-03.3(14)B Earth Embankment Construction ***SUPPLEMENT***

(*****)

Section 2-03.3(14)B is supplemented with the following:

> Project site shall be excavated as shown in the plans.

2-03.3(14)C Compacting Earth Embankments ***REVISION***

(*****)

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

The Contractor shall use Method C with particular attention to moisture content to compact the select borrow associated with the berm. The select borrow shall be placed with a moisture content within two (2) percentage points below or four (4) percentage points above the optimum moisture content, which shall be adjusted as necessary in order to achieve the specified compaction criteria. The select borrow shall be compacted to a minimum of 95 percent of the maximum dry density except as otherwise noted on the plans.

2-03.3(14)D Compaction and Moisture Control Tests ***SUPPLEMENT (*****)***

Section 2-03.3(14)D is supplemented with the following:

Maximum dry density and optimum moisture content of compacted fill shall be determined by Modified Proctor (ASTM International [ASTM] D 1557 or AASHTO T 180 Method D).

2-03.3(14)M Excavation of Channels and Ditches ***SUPPLEMENT (*****)***

Section is supplemented with the following:

Excavation and backfilling may not begin until after the installation of any necessary Temporary Erosion and Sediment Control and water management BMPs as specified on the Contract Plans or in the project permits. Channel excavation shall include the excavation, segregating, temporary stockpiling, and onsite handling requirements of all earthwork excavation including channel excavation, bank excavation, and all related earthworks to establish the new channel and grades for buried structure shown on the Contract Plans.

Add the following new section:

2-03.3(20) SAWCUTTING AS PART OF ROADWAY CONSTRUCTION ***NEW (*****)***

Where shown in the Plans or where designated by the Engineer, the Contractor shall saw cut the concrete pavement or asphalt concrete pavement prior to removal of any pavement.

The equipment and procedures used to make the vertical cut shall be approved by the Engineer. No skip cutting will be allowed. Existing concrete pavement panels, sidewalk or curb and gutter shall be removed in full panel sections and shall be removed or saw cut at expansion/contraction joints only.

The Contractor shall make a vertical saw cut to delineate the areas of pavement to be removed from those areas of pavement to remain. The removed pavement shall become the property of the Contractor and shall be promptly removed from the project.

Damage caused to portions of the pavement to remain, due to the Contractor's operations, shall be repaired by the contractor at no expense to the Contracting Agency.

2-03.4 MEASUREMENT ***SUPPLEMENT***

(*****)

The following is inserted after the first paragraph:

Earthwork quantities have been estimated by the engineer as follows:

Roadway Excavation Incl. Haul	150 CY
Channel Excavation Incl. Haul	750 CY

Section is supplemented with the following:

Removal of asphalt pavement will not be measured under this bid item. Pavement removal shall be paid under the bid item "Removal of Structures and Obstructions" in accordance with Section 2-02.

Temporary stockpiling of the excavated material will not be measured and shall be considered incidental to the bid item "Structure Excavation Class A including Haul" in accordance with Section 2-09.

2-03.5 PAYMENT ***SUPPLEMENT***

(*****)

Section 2-03.5 is supplemented with the following:

The unit Contract price per lump sum for "Roadway Excavation Incl. Haul" shall be full compensation for all costs incurred for all tools, labor, materials, and equipment necessary to complete the work.

The unit Contract price per lump sum for "Channel Excavation Incl. Haul" shall be full compensation for all costs incurred for all tools, labor, materials, and equipment necessary to complete the work.

Delete "Select Borrow Incl. Haul" from paragraph 22 beginning with "The unit Contract price per ton or cubic yard for "Select Borrow…".

Section 2-03.5 is supplemented with the following:

The unit Contract price per cubic yard for "Select Borrow Incl. Haul" shall be full compensation for all costs incurred for excavating, loading, hauling, placing, and compacting the material unless otherwise specified in the Proposal.

END SECTION 2-03

SECTION 2-07 WATERING

2-07.3 CONSTRUCTION REQUIREMENTS *SUPPLEMENT*

(*****)

Section 2-07.3 is supplemented with the following:

During construction, the Contractor shall have dedicated to the Project a suitable water truck that shall be operated as necessary to control dust. Failure to have a water truck immediately accessible to the job and failure to use a water truck for dust control shall be adequate reason for the Engineer to issue a suspension of work.

A hydrant permit will be required to be secured by the Contractor for any necessary water. Water will be provided at the convenience of the Contracting Agency which reserves the right to control the location and use of water based on the Contracting Agency's own needs.

END SECTION 2-07

SECTION 2-09 STRUCTURE EXCAVATION

2-09.1 DESCRIPTION

2-09.3 CONSTRUCTION REQUIREMENTS

2-09.3(1) GENERAL REQUIREMENTS

2-09.3(1)E Backfilling SUPPLEMENT (*****)

The following is added after the second paragraph of section 2-09.3(1)E:

All trenches within the roadway prism shall be backfilled with gravel borrow, except as specified in the Plans. Gravel borrow shall meet the gradation requirements in Section 9-03.14(1).

2-09.3(3) CONSTRUCTION REQUIREMENTS, STRUCTURE EXCAVATION CLASS A

2-09.3(3)D Shoring and Cofferdams SUPPLEMENT (*****)

Section 2-09.3(3)D is supplemented with the following:

Any excavation outside of the neat lines shown on the plan set shall be considered for the Contractor's convenience. Unless approved by the Engineer or Inspector, these areas will not be paid for under any item.

END SECTION 2-09

SECTION 2-10 POTHOLING UTILITIES *NEW*

2-10 UTILITY LOCATION
(********)

Section 2-10 is added as follows:

2-10.1 Description

This work shall include locating and protecting existing utilities.

2-10.2 Materials

Backfill for Sand Drains 9-03.13

2-10.3 Construction Requirements

The Contractor shall perform an exploratory search of underground utilities as described in this Section within 20 days after the Notice to Proceed. The roadway shall not be fully closed until the Contractor confirms that active utilities do not conflict with the buried structure Work.

The exploratory search shall be conducted within the limits of the buried structure to confirm that all active utilities within 3 feet of the bottom of the culvert base material have been relocated by the Agency prior to its installation. The Contractor shall provide an exploratory search that meet the following requirements:

1) Submit exploratory search written notice stating the method of search, the area of search and dates and time of search.
2) Lane closures required for the search shall performed in accordance with Section 1-07.23(1) unless otherwise approved by the Engineer.
3) The Contractor shall provide temporary paving or traffic plating as applicable to maintain two open lanes of traffic outside of approved lane closure hours.
4) Excavations or potholing shall not exceed 3 feet below the bottom of culvert base material, and shall be temporarily backfilled with backfill for sand drains unless otherwise approved by the Engineer. Temporary backfill shall be removed upon construction of the buried structure.

The Contractor shall conduct potholing in the project temporary construction easement area and right of way to locate the existing water service and determine a connection for the new water service for 23426 35th Ave SE. Potholes outside of paved areas may be backfilled with native materials. This Work shall be as directed by the Engineer.

2-10.4 Measurement

No unit of measurement shall apply to lump sum item "Exploratory Utility Search for Buried Structure".

2-10.5 Payment

"Exploratory Utility Search for Buried Structure", lump sum.
The unit contract price for "Exploratory Utility Search for Buried Structure" shall be full compensation for all costs to confirm that active utilities do not exist within the area of the buried structure Work, as specified, including, but not limited to, traffic control for locating activities, excavation, temporary backfill, and temporary restoration.

"Exploratory Utility Search for Water Service", EST. Work to locate existing water service as directed by the Engineer shall be at force account per Section 1-09.6.

END SECTION 2-10

2-12 CONSTRUCTION GEOSYNTHETIC

Section 2-12 Construction Geosynthetic shall be supplemented with the following:

2-12.1 Description

This work shall include placing Construction Geotextile per manufacturers recommendations as shown in the plans and specifications.

2-12.2 Materials

Construction Geotextile shall be "EnviroGrid Geocell EGA 20 or equal 3 inch tall" by US Fabrics.

2-12.3 Construction Requirements

Construction Geotextile shall be installed per manufacturers recommendations.

2-12.5 Payment

"Construction Geotextile for Erosion Control", per square yard.

END SECTION 2-12

END OF DIVISION 2

SECTION 5-04 HOT MIX ASPHALT *REVISION*

(January 31, 2023 APWA GSP)

Delete Section 5-04 and amendments, Hot Mix Asphalt and replace it with the following:

5-04.1 DESCRIPTION

This Work shall consist of providing and placing one or more layers of plant-mixed hot mix asphalt (HMA) on a prepared foundation or base in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with these Specifications. WMA processes include organic additives, chemical additives, and foaming.

HMA shall be composed of asphalt binder and mineral materials as may be required, mixed in the proportions specified to provide a homogeneous, stable, and workable mixture.

5-04.2 MATERIALS

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement (RAP)	9-03.8(3)B, 9-03.21
Reclaimed Asphalt Shingles (RAS)	9-03.8(3)B, 9-03.21
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21

The Contract documents may establish that the various mineral materials required for the manufacture of HMA will be furnished in whole or in part by the Contracting Agency. If the documents do not establish the furnishing of any of these mineral materials by the Contracting Agency, the Contractor shall be required to furnish such materials in the amounts required for the designated mix. Mineral materials include coarse and fine aggregates, and mineral filler.

The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production of HMA. The RAP may be from pavements removed under the Contract, if any, or pavement material from an existing stockpile.

The Contractor may use up to 20 percent RAP by total weight of HMA with no additional sampling or testing of the RAP.

If the Contractor wishes to utilize High RAP/Any RAS, the design must be listed on the WSDOT Qualified Products List (QPL).

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

The Contractor may only use warm mix asphalt (WMA) processes in the production of HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to the Engineer for approval the process that is proposed and how it will be used in the manufacture of HMA.

Production of aggregates shall comply with the requirements of Section 3-01.

Preparation of stockpile site, the stockpiling of aggregates, and the removal of aggregates from stockpiles shall comply with the requirements of Section 3-02.

5-04.2(1) HOW TO GET AN HMA MIX DESIGN ON THE QPL

If the Contractor wishes to submit a mix design for inclusion in the Qualified Products List (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).

5-04.2(1)A Vacant

5-04.2(2) MIX DESIGN – OBTAINING PROJECT APPROVAL

No paving shall begin prior to the approval of the mix design by the Engineer.

Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the Contract documents.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. The Proposal quantity of HMA that is accepted by commercial evaluation will be excluded from the quantities used in the determination of nonstatistical evaluation.

Nonstatistical Mix Design. Fifteen days prior to the first day of paving the Contractor shall provide one of the following mix design verification certifications for Contracting Agency review;

- The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.
- The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.
- The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.

The mix design shall be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO: resource proficiency sample program.

Mix designs for HMA accepted by Nonstatistical evaluation shall:

- Be designed for 3 million equivalent single axle loads (ESALs).

- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).
- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324 or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

At the discretion of the Engineer, agencies may accept verified mix designs older than 12 months from the original verification date with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

Commercial Evaluation Mix Design. Approval of a mix design for "Commercial Evaluation" will be based on a review of the Contractor's submittal of WSDOT Form 350-042 (for commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the current WSDOT QPL or from one of the processes allowed by this section. Testing of the HMA by the Contracting Agency for mix design approval is not required.

For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and design level of ESALs appropriate for the required use.

5-04.2(2)B Using Warm Mix Asphalt Process

The Contractor may elect to use additives that reduce the optimum mixing temperature or serve as a compaction aid for producing HMA. Additives include organic additives, chemical additives and foaming processes. The use of Additives is subject to the following:

- Do not use additives that reduce the mixing temperature more than allowed in Section 5-04.3(6) in the production of mixtures.
- Before using additives, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed additive and process.

5-04.3 CONSTRUCTION REQUIREMENTS

5-04.3(1) WEATHER LIMITATIONS

Do not place HMA for wearing course on any Traveled Way beginning October 1st through March 31st of the following year without written concurrence from the Engineer.

Do not place HMA on any wet surface, or when the average surface temperatures are less than those specified below, or when weather conditions otherwise prevent the proper handling or finishing of the HMA.

Minimum Surfacing Temperature for Paving

Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55°F	45°F

Compacted Thickness (Feet)	Wearing Course	Other Courses
0.10 to 0.20	45°F	35°F
More than 0.20	35°F	35°F

5-04.3(2) PAVING UNDER TRAFFIC

When the Roadway being paved is open to traffic, the requirements of this Section shall apply.

The Contractor shall keep intersections open to traffic at all times except when paving the intersection or paving across the intersection. During such time, and provided that there has been an advance warning to the public, the intersection may be closed for the minimum time required to place and compact the mixture. In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

Before closing an intersection, advance warning signs shall be placed, and signs shall also be placed marking the detour or alternate route.

During paving operations, temporary pavement markings shall be maintained throughout the project. Temporary pavement markings shall be installed on the Roadway prior to opening to traffic. Temporary pavement markings shall be in accordance with Section 8-23.

All costs in connection with performing the Work in accordance with these requirements, except the cost of temporary pavement markings, shall be included in the unit Contract prices for the various Bid items involved in the Contract.

5-04.3(3) EQUIPMENT

5-04.3(3)A Mixing Plant

Plants used for the preparation of HMA shall conform to the following requirements:

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.

2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to

automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.

3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.

4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field-testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).

5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:
   a. A mechanical sampling device attached to the HMA plant.

   b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

5-04.3(3)B Hauling Equipment

Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a cover of canvas or other suitable material of sufficient size to protect the mixture from adverse weather. Whenever the weather conditions during the work shift include, or are forecast to include precipitation or an air temperature less than 45°F or when time from loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect the HMA.

The Contractor shall provide an environmentally benign means to prevent the HMA mixture from adhering to the hauling equipment. Excess release agent shall be drained prior to filling hauling equipment with HMA. Petroleum derivatives or other coating material that contaminate or alter the characteristics of the HMA shall not be used. For live bed trucks, the conveyer shall be in operation during the process of applying the release agent.

5-04.3(3)C Pavers

HMA pavers shall be self-contained, power-propelled units, provided with an internally heated vibratory screed and shall be capable of spreading and finishing courses of HMA plant mix material in lane widths required by the paving section shown in the Plans.

The HMA paver shall be in good condition and shall have the most current equipment available from the manufacturer for the prevention of segregation of the HMA mixture installed, in good

condition, and in working order. The equipment certification shall list the make, model, and year of the paver and any equipment that has been retrofitted.

The screed shall be operated in accordance with the manufacturer's recommendations and shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, segregating, or gouging the mixture. A copy of the manufacturer's recommendations shall be provided upon request by the Contracting Agency. Extensions will be allowed provided they produce the same results, including ride, density, and surface texture as obtained by the primary screed. Extensions without augers and an internally heated vibratory screed shall not be used in the Traveled Way.

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line will be permitted. The grade and slope for intermediate lanes shall be controlled automatically from reference lines or by means of a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after the completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and accessories necessary for satisfactory operation of the automatic control equipment.

If the paving machine in use is not providing the required finish, the Engineer may suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled on the pavement shall be thoroughly removed before paving proceeds.

5-04.3(3)D Material Transfer Device or Material Transfer Vehicle

A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's approval, unless otherwise required by the contract.

Where an MTD/V is required by the contract, the Engineer may approve paving without an MTD/V, at the request of the Contractor. The Engineer will determine if an equitable adjustment in cost or time is due.

When used, the MTD/V shall mix the HMA after delivery by the hauling equipment and prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform temperature throughout the mixture. If a windrow elevator is used, the length of the windrow may be limited in urban areas or through intersections, at the discretion of the Engineer.

To be approved for use, an MTV:

1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.

2. Shall not be connected to the hauling vehicle or paver.
3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
4. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

To be approved for use, an MTD:

1. Shall be positively connected to the paver.
2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
3. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's approval, unless otherwise required by the Contract.

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1. To be approved for use, an MTV:
2. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.
3. Shall not be connected to the hauling vehicle or paver.
4. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
5. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
6. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

To be approved for use, an MTD:

1. Shall be positively connected to the paver.
2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.

3. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.

4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

5-04.3(3)E Rollers

Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good condition and capable of reversing without backlash. Operation of the roller shall be in accordance with the manufacturer's recommendations. When ordered by the Engineer for any roller planned for use on the project, the Contractor shall provide a copy of the manufacturer's recommendation for the use of that roller for compaction of HMA. The number and weight of rollers shall be sufficient to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

5-04.3(4) PREPARATION OF EXISTING PAVED SURFACES

When the surface of the existing pavement or old base is irregular, the Contractor shall bring it to a uniform grade and cross-section as shown on the Plans or approved by the Engineer.

Preleveling of uneven or broken surfaces over which HMA is to be placed may be accomplished by using an asphalt paver, a motor patrol grader, or by hand raking, as approved by the Engineer.

Compaction of preleveling HMA shall be to the satisfaction of the Engineer and may require the use of small steel wheel rollers, plate compactors, or pneumatic rollers to avoid bridging across preleveled areas by the compaction equipment. Equipment used for the compaction of preleveling HMA shall be approved by the Engineer.

Before construction of HMA on an existing paved surface, the entire surface of the pavement shall be clean. All fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement. All pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. All holes and small depressions shall be filled with an appropriate class of HMA. The surface of the patched area shall be leveled and compacted thoroughly. Prior to the application of tack coat, or paving, the condition of the surface shall be approved by the Engineer.

A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA is to be placed or abutted; except that tack coat may be omitted from clean, newly paved surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover the existing pavement with a thin film of residual asphalt free of streaks and bare spots at a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of application shall be approved by the Engineer. A heavy application of tack coat shall be applied to all joints. For Roadways open to traffic, the application of tack coat shall be limited to surfaces that will be paved during the same working shift. The spreading equipment shall be equipped with a thermometer to indicate the temperature of the tack coat material.

Equipment shall not operate on tacked surfaces until the tack has broken and cured. If the Contractor's operation damages the tack coat it shall be repaired prior to placement of the HMA.

The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h emulsified asphalt may be diluted once with water at a rate not to exceed one-part water to one-part emulsified asphalt. The tack coat shall have sufficient temperature such that it may be applied uniformly at the specified rate of application and shall not exceed the maximum temperature recommended by the emulsified asphalt manufacturer.

5-04.3(4)A Crack Sealing

When the Proposal includes a pay item for crack sealing, seal cracks in accordance with Section 5-03.

5-04.3(4)B Vacant

5-04.3(4)C Pavement Repair

The Contractor shall excavate pavement repair areas and shall backfill these with HMA in accordance with the details shown in the Plans and as marked in the field. The Contractor shall conduct the excavation operations in a manner that will protect the pavement that is to remain. Pavement not designated to be removed that is damaged as a result of the Contractor's operations shall be repaired by the Contractor to the satisfaction of the Engineer at no cost to the Contracting Agency. The Contractor shall excavate only within one lane at a time unless approved otherwise by the Engineer. The Contractor shall not excavate more area than can be completely finished during the same shift, unless approved by the Engineer.

Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth of 1.0 feet. The Engineer will make the final determination of the excavation depth required. The minimum width of any pavement repair area shall be 40 inches unless shown otherwise in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be removed by a pavement grinder. Excavated materials will become the property of the Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy application of tack coat shall be applied to all surfaces of existing pavement in the pavement repair area.

Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished with the approval of the Engineer. Each lift shall be thoroughly compacted by a mechanical tamper or a roller.

5-04.3(5) PRODUCING/STOCKPILING AGGREGATES AND RAP

Aggregates and RAP shall be stockpiled according to the requirements of Section 3-02. Sufficient storage space shall be provided for each size of aggregate and RAP. Materials shall be removed from stockpile(s) in a manner to ensure minimal segregation when being moved to the HMA plant for processing into the final mixture. Different aggregate sizes shall be kept separated until they have been delivered to the HMA plant.

5-04.3(5)A Vacant

5-04.3(6) MIXING

After the required amount of mineral materials, asphalt binder, recycling agent and anti-stripping additives have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials is ensured.

When discharged, the temperature of the HMA shall not exceed the optimum mixing temperature by more than 25°F as shown on the reference mix design report or as approved by the Engineer. Also, when a WMA additive is included in the manufacture of HMA, the discharge temperature of the HMA shall not exceed the maximum recommended by the manufacturer of the WMA additive. A maximum water content of 2 percent in the mix, at discharge, will be allowed providing the water causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, the moisture content shall be reduced as directed by the Engineer.

Storing or holding of the HMA in approved storage facilities will be permitted with approval of the Engineer, but in no event shall the HMA be held for more than 24 hours. HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be disposed of by the Contractor at no expense to the Contracting Agency. The storage facility shall have an accessible device located at the top of the cone or about the third point. The device shall indicate the amount of material in storage. No HMA shall be accepted from the storage facility when the HMA in storage is below the top of the cone of the storage facility, except as the storage facility is being emptied at the end of the working shift.

Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is evidence of the recycled asphalt pavement not breaking down during the heating and mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until changes have been approved by the Engineer. After the required amount of mineral materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials, and RAP is ensured.

5-04.3(7) SPREADING AND FINISHING

The mixture shall be laid upon an approved surface, spread, and struck off to the grade and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used to distribute the mixture. Unless otherwise directed by the Engineer, the nominal compacted depth of any layer of any course shall not exceed the following:

HMA Class 1”	0.35 feet
HMA Class ¾” and HMA Class ½”	
wearing course	0.30 feet
other courses	0.35 feet
HMA Class ⅜”	0.15 feet

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the paving may be done with other equipment or by hand.

When more than one JMF is being utilized to produce HMA, the material produced for each JMF shall be placed by separate spreading and compacting equipment. The intermingling of HMA produced from more than one JMF is prohibited. Each strip of HMA placed during a work shift shall conform to a single JMF established for the class of HMA specified unless there is a need to make an adjustment in the JMF.

5-04.3(8) AGGREGATE ACCEPTANCE PRIOR TO INCORPORATION IN HMA

For HMA accepted by nonstatistical evaluation, the aggregate properties of sand equivalent, uncompacted void content, and fracture will be evaluated in accordance with Section 3-04. Sampling and testing of aggregates for HMA accepted by commercial evaluation will be at the option of the Engineer.

5-04.3(9) HMA MIXTURE ACCEPTANCE

Acceptance of HMA shall be as provided under nonstatistical, or commercial evaluation.

Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial Evaluation is specified.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Engineer.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Engineer and may be made in accordance with this section.

HMA Tolerances and Adjustments

1. **Job Mix Formula Tolerances** – The constituents of the mixture at the time of acceptance shall be within tolerance. The tolerance limits will be established as follows:

   For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2

Property	Non-Statistical Evaluation	Commercial Evaluation
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

For Aggregates in the mixture:

a. First, determine preliminary upper and lower acceptance limits by applying the following tolerances to the approved JMF.

Aggregate Passing Percent	Non-Statistical Evaluation	Commercial Evaluation
1", ¾", ½", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.

2. **Job Mix Formula Adjustments** – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.

   a. **Aggregates** – 2 percent for the aggregate passing the 1½", 1", ¾", ½", ⅜", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).

   b. **Asphalt Binder Content** – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent.

5-04.3(9)A Vacant

5-04.3(9)B Vacant

5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation

HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the Contracting Agency by dividing the HMA tonnage into lots.

5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix

Formula placed. Only one lot per JMF is expected. A sublot shall be equal to one day's production or 800 tons, whichever is less except that the final sublot will be a minimum of 400 tons and may be increased to 1200 tons.

All of the test results obtained from the acceptance samples from a given lot shall be evaluated collectively. If the Contractor requests a change to the JMF that is approved, the material produced after the change will be evaluated on the basis of the new JMF for the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

Sampling and testing for evaluation shall be performed on the frequency of one sample per sublot.

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

Samples for acceptance testing shall be obtained by the Contractor when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with AASHTO T 168. A minimum of three samples should be taken for each class of HMA placed on a project. If used in a structural application, at least one of the three samples shall be tested.

Sampling and testing HMA in a structural application where quantities are less than 400 tons is at the discretion of the Engineer.

For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In all cases, a minimum of 3 samples will be obtained at the point of acceptance, a minimum of one of the three samples will be tested for conformance to the JMF:

- If the test results are found to be within specification requirements, additional testing will be at the Engineer's discretion.
- If test results are found not to be within specification requirements, additional testing of the remaining samples to determine a CPF shall be performed.

5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing

Testing of HMA for compliance of Va will at the option of the Contracting Agency. If tested, compliance of Va will use WSDOT SOP 731.

Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.

Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors

For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting Agency will determine a Composite Pay Factor (CPF) using the following price adjustment factors:

Table of Price Adjustment Factors	
Constituent	**Factor "f"**
All aggregate passing: 1½", 1", ¾", ½", ⅜" and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (Va) (where applicable)	20

Each lot of HMA produced under Nonstatistical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the Roadway shall be tested to provide a minimum of three sets of results for evaluation.

5-04.3(9)C5 Vacant

5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments

For each lot of HMA mix produced under Nonstatistical Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The total job mix compliance price adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the CPF.

5-04.3(9)C7 Mixture Nonstatistical Evaluation – Retests

The Contractor may request a sublot be retested. To request a retest, the Contractor shall submit a written request within 7 calendar days after the specific test results have been received. A split of the original acceptance sample will be retested. The split of the sample will not be tested with the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and, at the option of the agency, Va. The results of the retest will be used for the acceptance of the HMA in place of the original sublot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of $500 per sample.

5-04.3 (9)D Mixture Acceptance – Commercial Evaluation

If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract

price with no further evaluation. When one or more constituents fall outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

For each lot of HMA mix produced and tested under Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the CPF.

5-04.3(10) HMA COMPACTION ACCEPTANCE

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a CPF of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

Tests for the determination of the pavement density will be taken in accordance with the required procedures for measurement by a nuclear density gauge or Roadway cores after completion of the finish rolling.

If the Contracting Agency uses a nuclear density gauge to determine density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the mix is placed and prior to opening to traffic.

Roadway cores for density may be obtained by either the Contracting Agency or the Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches minimum, unless otherwise approved by the Engineer. Roadway cores will be tested by the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.

If the Contract includes the Bid item "Roadway Core", the cores shall be obtained by the Contractor in the presence of the Engineer on the same day the mix is placed and at locations designated by the Engineer. If the Contract does not include the Bid item "Roadway Core", the Contracting Agency will obtain the cores.

For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

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

Test Results

For a sublot that has been tested with a nuclear density gauge that did not meet the minimum of 92 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for determination of the relative density of the sublot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the sublot and will be used for calculation of the CPF and acceptance of HMA compaction lot.

When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the sublot have been provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for cores. When the CPF for the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will be deducted from any monies due or that may become due the Contractor under the Contract at the rate of $200 per core and the Contractor shall pay for the cost of the traffic control.

5-04.3(10)A HMA Compaction – General Compaction Requirements

Compaction shall take place when the mixture is in the proper condition so that no undue displacement, cracking, or shoving occurs. Areas inaccessible to large compaction equipment shall be compacted by other mechanical means. Any HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective, shall be removed and replaced with new hot mix that shall be immediately compacted to conform to the surrounding area.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided the specified densities are attained. Unless the Engineer has approved otherwise, rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, a roller shall not be operated in a mode that results in checking or cracking of the mat. Rollers shall only be operated in static mode on bridge decks.

5-04.3(10)B HMA Compaction – Cyclic Density

Low cyclic density areas are defined as spots or streaks in the pavement that are less than 90 percent of the theoretical maximum density. At the Engineer's discretion, the Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will follow WSDOT SOP 733. A $500 Cyclic Density Price Adjustment will be assessed for any 500-foot section with two or more density readings below 90 percent of the theoretical maximum density.

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

5-04.3(10)D1 HMA Nonstatistical Compaction – Lots and Sublots

HMA compaction which is accepted by nonstatistical evaluation will be based on acceptance testing performed by the Contracting Agency dividing the project into compaction lots.

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A sublot shall be equal to one day's production or 400 tons, whichever is less except that the final sublot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per sublot per WSDOT T 738.

The sublot locations within each density lot will be determined by the Engineer. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel wheel ruts shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing

The location of the HMA compaction acceptance tests will be randomly selected by the Engineer from within each sublot, with one test per sublot.

5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments

For each compaction lot with one or two sublots, having all sublots attain a relative density that is 92 percent of the reference maximum density the HMA shall be accepted at the unit Contract price with no further evaluation. When a sublot does not attain a relative density that is 92 percent of the reference maximum density, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than 0.90.

Lots with CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by either a nuclear moisture-density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

For compaction below the required 92%, a Non-Conforming Compaction Factor (NCCF) will be determined. The NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit Contract price per ton of mix.

5-04.3(11) REJECT WORK

5-04.3(11)A Reject Work General

Work that is defective or does not conform to Contract requirements shall be rejected. The Contractor may propose, in writing, alternatives to removal and replacement of rejected material. Acceptability of such alternative proposals will be determined at the sole discretion of the Engineer. HMA that has been rejected is subject to the requirements in Section 1-06.2(2) and this specification, and the Contractor shall submit a corrective action proposal to the Engineer for approval.

5-04.3(11)B Rejection by Contractor

The Contractor may, prior to sampling, elect to remove any defective material and replace it with new material. Any such new material will be sampled, tested, and evaluated for acceptance.

5-04.3(11)C Rejection Without Testing (Mixture or Compaction)

The Engineer may, without sampling, reject any batch, load, or section of Roadway that appears defective. Material rejected before placement shall not be incorporated into the pavement. Any rejected section of Roadway shall be removed.

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests that the rejected material be tested. If the Contractor elects to have the rejected material tested, a minimum of three representative samples will be obtained and tested. Acceptance of rejected material will be based on conformance with the nonstatistical acceptance Specification. If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

5-04.3(11)D Rejection - A Partial Sublot

In addition to the random acceptance sampling and testing, the Engineer may also isolate from a normal sublot any material that is suspected of being defective in relative density, gradation or asphalt binder content. Such isolated material will not include an original sample location. A

minimum of three random samples of the suspect material will be obtained and tested. The material will then be statistically evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)E Rejection - An Entire Sublot

An entire sublot that is suspected of being defective may be rejected. When a sublot is rejected a minimum of two additional random samples from this sublot will be obtained. These additional samples and the original sublot will be evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)F Rejection - A Lot in Progress

The Contractor shall shut down operations and shall not resume HMA placement until such time as the Engineer is satisfied that material conforming to the Specifications can be produced:

1. When the Composite Pay Factor (CPF) of a lot in progress drops below 1.00 and the Contractor is taking no corrective action, or
2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action, or
3. When either the PF for any constituent or the CPF of a lot in progress is less than 0.75.

5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)

An entire lot with a CPF of less than 0.75 will be rejected.

5-04.3(12) JOINTS

5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints

The Contractor shall conduct operations such that the placing of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse joints will be allowed, and the roller may pass over the unprotected end of the freshly laid mixture only when the placement of the course must be discontinued for such a length of time that the mixture will cool below compaction temperature. When the Work is resumed, the previously compacted mixture shall be cut back to produce a slightly beveled edge for the full thickness of the course.

A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a transverse joint as a result of paving or planing is open to traffic. The HMA in the temporary wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or other methods approved by the Engineer. The wrapping paper shall be removed and the joint trimmed to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

The material that is cut away shall be wasted and new mix shall be laid against the cut. Rollers or tamping irons shall be used to seal the joint.

5-04.3(12)A2 Longitudinal Joints

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than ½ of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

5-04.3(12)B Bridge Paving Joint Seals

Bridge Paving Joint Seals shall be in accordance with Section 5-03.

5-04.3(13) SURFACE SMOOTHNESS

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than ⅛ inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than ¼ inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

1. Removal of material from high places by grinding with an approved grinding machine, or

2. Removal and replacement of the wearing course of HMA, or

3. By other method approved by the Engineer.

Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum of $500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way, the utility appurtenances shall be adjusted to the finished grade prior to paving. This requirement may be waived when requested by the Contractor, at the discretion of the Engineer or when the adjustment details provided in the project plan or specifications call for utility appurtenance adjustments after the completion of paving.

Utility appurtenance adjustment discussions will be included in the Pre-Paving and Pre-Planing Briefing (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior to the start of paving.

5-04.3(14) PLANING BITUMINOUS PAVEMENT

The planing plan must be approved by the Engineer and a pre-planing meeting must be held prior to the start of any planing. See Section 5-04.3(14)B2 for information on planing submittals.

Where planing an existing pavement is specified in the Contract, the Contractor must remove existing surfacing material and to reshape the surface to remove irregularities. The finished product must be a prepared surface acceptable for receiving an HMA overlay.

Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA.

Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor's planing equipment, using an Engineer approved method.

Repair or replace any metal castings and other surface improvements damaged by planing, as determined by the Engineer.

A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a minimum of 4 inches of curb reveal after placement and compaction of the final wearing course. The dimensions of the wedge must be as shown on the Drawings or as specified by the Engineer.

A tapered wedge cut must also be made at transitions to adjoining pavement surfaces (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line with vertical faces 2 inches or more in height, producing a smooth transition to the existing adjoining pavement.

After planing is complete, planed surfaces must be swept, cleaned, and if required by the Contract, patched and preleveled.

The Engineer may direct additional depth planing. Before performing this additional depth planing, the Contractor must conduct a hidden metal in pavement detection survey as specified in Section 5-04.3(14)A.

5-04.3(14)A Pre-Planing Metal Detection Check

Before starting planing of pavements, and before any additional depth planing required by the Engineer, the Contractor must conduct a physical survey of existing pavement to be planed with equipment that can identify hidden metal objects.

Should such metal be identified, promptly notify the Engineer.

See Section 1-07.16(1) regarding the protection of survey monumentation that may be hidden in pavement.

The Contractor is solely responsible for any damage to equipment resulting from the Contractor's failure to conduct a pre-planing metal detection survey, or from the Contractor's failure to notify the Engineer of any hidden metal that is detected.

5-04.3(14)B Paving and Planing Under Traffic

5-04.3(14)B1 General

In addition, the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the Contractor must comply with the following:

1. Intersections:
    a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).

    b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.

    c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.

    d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.

    e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.

2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.

3. Permanent pavement marking must comply with Section 8-22.

5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

The planing operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

When intersections will be partially or totally blocked, provide adequately sized and noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in advance. The traffic control plan must show where police officers will be stationed when signalization is or may be, countermanded, and show areas where flaggers are proposed.

At a minimum, the planing and the paving plan must include:

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.

2. A copy of each intersection's traffic control plan.

3. Haul routes from supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.

4. Names and locations of HMA supplier facilities to be used.

5. List of all equipment to be used for paving.

6. List of personnel and associated job classification assigned to each piece of paving equipment.

7. Description (geometric or narrative) of the scheduled sequence of planing and of paving and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.

8. Names, job titles, and contact information for field, office, and plant supervisory personnel.

9. A copy of the approved Mix Designs.

10. Tonnage of HMA to be placed each day.

11. Approximate times and days for starting and ending daily operations.

5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing

At least 2 Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, Metro transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

1. General for both Paving Plan and for Planing Plan:
    a. The actual times of starting and ending daily operations.

    b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.

    c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other contractors who may operate in the Project Site.

    d. Notifications required of Contractor activities, and coordinating with other entities and the public as necessary.

    e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and to paving.

    f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed.

    g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, street car rail, and castings, before planning, see Section 5-04.3(14)B2.

    h. Description of how flaggers will be coordinated with the planing, paving, and related operations.

i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.

j. Other items the Engineer deems necessary to address.

2. Paving – additional topics:
   a. When to start applying tack and coordinating with paving.

   b. Types of equipment and numbers of each type equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type equipment as it relates to meeting Specification requirements.

   c. Number of JMFs to be placed, and if more than one JMF how the Contractor will ensure different JMFs are distinguished, how pavers and MTVs are distinguished if more than one JMF is being placed at the time, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.

   d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and Supplier shutdown of operations.

   e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

At least 2 Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other Contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

1. General for both the Paving and Planing:
   a. The actual times of starting and ending daily operations.

   b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.

   c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, public convenience and safety, and other Contractors who may operate in the Project limits.

d. Notifications required of Contractor activities and coordinating with other entities and the public as necessary.

e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and paving.

f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed.

g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, streetcar rail, and castings, before planing as per Section 5-04.3(14)B2.

h. Description of how flaggers will be coordinated with the planing, paving, and related operations.

i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.

j. Other items the Engineer deems necessary to address.

2. Paving – additional topics:
   a. When to start applying tack and coordinating with paving.

   b. Types of equipment and numbers of each type of equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type of equipment as it relates to meeting Specification requirements.

   c. Number of JMFs to be placed, and if more than one JMF is used, how the Contractor will ensure different JMFs are distinguished, how pavers and how MTVs are distinguished, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.

   d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and supplier shutdown of operations.

   e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) SEALING PAVEMENT SURFACES

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

5-04.3(16) HMA ROAD APPROACHES

Construct HMA approaches at the locations shown in the Plans or where staked by the Engineer, in accordance with Section 5-04.

5-04.4 MEASUREMENT

HMA Cl. ___ PG ___, HMA for ___ Cl. ___ PG ___, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

Roadway cores will be measured per each for the number of cores taken.

Pavement repair excavation will be measured by the square yard of surface marked prior to excavation.

Planing bituminous pavement will be measured by the square yard.

5-04.5 PAYMENT

Payment will be made for each of the following Bid items that are included in the Proposal:

"HMA Cl. ___ PG ___", per ton.

"HMA for Approach Cl. ___ PG ___", per ton.

"HMA for Preleveling Cl. ___ PG ___", per ton.

"HMA for Pavement Repair Cl. ___ PG ___", per ton.

"Commercial HMA", per ton.

The unit Contract price per ton for "HMA Cl. ___ PG ___", "HMA for Approach Cl. ___ PG ___", "HMA for Preleveling Cl. ___ PG ___", "HMA for Pavement Repair Cl. ___ PG ___", and "Commercial HMA" shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

"Pavement Repair Excavation Incl. Haul", per square yard.

The unit Contract price per square yard for "Pavement Repair Excavation Incl. Haul" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(4) with the exception, however, that all costs involved in the placement of HMA shall be included in the unit Contract price per ton for "HMA for Pavement Repair Cl. ___ PG ___", per ton.

"Asphalt for Prime Coat", per ton.

The unit Contract price per ton for "Asphalt for Prime Coat" shall be full payment for all costs incurred to obtain, provide and install the material in accordance with Section 5-04.3(4).

"Prime Coat Agg.", per cubic yard, or per ton.

The unit Contract price per cubic yard or per ton for "Prime Coat Agg." shall be full pay for furnishing, loading, and hauling aggregate to the place of deposit and spreading the aggregate in the quantities required by the Engineer.

"Planing Bituminous Pavement", per square yard.

The unit Contract price per square yard for "Planing Bituminous Pavement" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(14).

"Job Mix Compliance Price Adjustment", by calculation.

"Job Mix Compliance Price Adjustment" will be calculated and paid for as described in Section 5-04.3(9)C6.

"Compaction Price Adjustment", by calculation.

"Compaction Price Adjustment" will be calculated and paid for as described in Section 5-04.3(10)D3.

"Roadway Core", per each.

The Contractor's costs for all Work associated with the coring (e.g., traffic control) shall be incidental and included in the unit Bid price per each.

"Cyclic Density Price Adjustment", by calculation.

"Cyclic Density Price Adjustment" will be calculated and paid for as described in Section 5-04.3(10)B.

END SECTION 5-04

END OF DIVISION 5

SECTION 6-20 BURIED STRUCTURES

6-20 BURIED STRUCTURES

6-20.1 DESCRIPTION

(*****)

The first sentence of this section is supplemented with:

culverts**6-20.3 Construction Requirements**

6-20.3(6) BEDDING AND FOUNDATIONS

6-20.3(6)A Bedding and Leveling REVISION

(*****)

The third sentence of the second paragraph of Section 6-20.3(6)A is revised to read as follows:

> Precast reinforced concrete foundation elements require a 6-inch minimum thickness layer of buried structure bedding material, defined as Gravel Backfill for Foundations, Class A. Gravel Backfill for Foundations, Class A shall meet the gradation requirements of section 9-03.12(1)A.

6-20.3(7) Fabrication

6-20.3(7)A Precast Concrete Structures

(*****)

Section 6-20.3(7)A is supplemented with the following.

> The precast manufacturing facility shall be certified as noted in Section 6-02.3(9) of the Standard Specifications. Fabrication inspection of precast concrete split box Structures is required and inspection services will be provided by the Contracting Agency. If Contractor elects to have the items fabricated beyond 300 miles from Seattle, Washington, the fabrication inspection expense will be as noted in Section 1-06.1(4) of the Standard Specifications. The Contractor shall be responsible for quality control inspection on all precast concrete units and shall perform acceptance testing and submit test results per Section 6-02.3(9) of the Standard Specifications.
>
> The installing Contractor shall observe the shop fit up of forms at the manufacturing facility as noted in Section 6-20.3(7)A of the Standard Specifications.

Add the following new section:

6-20.3(11) ENHANCED CULVERT INSPECTION *NEW (*****)*

Quality Control and Inspection

The precast concrete producer shall maintain a permanent quality control department, and shall have a quality control program which is audited for compliance annually by persons outside that plant's employee structure. Upon request, the precast concrete producer shall supply a copy of their quality control manual.

Upon request by the Owner or Engineer, the precast concrete producer shall allow for inspection of their facilities by a third party or WSDOT inspection team. Such inspection shall be arranged and coordinated by the Owner or Engineer.

Submittals

The following items shall be submitted prior to the fabrication of the precast buried structure:

1. Quality control procedures during manufacture, and the manufacturer's recommendations for cure times and handling procedures during manufacture, delivery, and installation.

END SECTION 6-20

END OF DIVISION 6

SECTION 7-08 GENERAL PIPE INSTALLATION REQUIREMENTS

7-08.3 CONSTRUCTION REQUIREMENTS

7-08.3(4) PLUGGING EXISTING PIPE *SUPPLEMENT*

(December 9, 2020 COB GSP)

Section 7-08.3(4) is supplemented with the following:

Abandoning and plugging existing pipes, except water main facilities, shall be performed as follows:

Pipes 12 In. or less than in diameter to be abandoned shall be plugged with commercial concrete on the inlet end for a distance of 2 diameters. Pipes 12 In. in diameter or greater that are to be abandoned in place shall be filled with CDF, in conformance with Section 2-09, the full length of pipe.

Mechanical plugs shall be expandable, rubber-gasketed, with plastic body. Plugs shall be secured and made watertight by means of a compression wing nut. Wing nut, bolt, and washers shall be brass, stainless steel, hot-dipped galvanized steel, zinc-cadmium plated steel, or other approved non-corroding material.

If an excavation is required solely for the purposes of abandoning an existing pipe, the excavation shall be performed in accordance with Section 2-09. After properly abandoning the pipe, the excavation shall be backfilled with specified trench backfill material for type of pipe being abandoned unless otherwise approved by the Engineer. In paved areas, backfilling shall be compacted to 95% relative density, and the pavement restored per Standard Detail 317. Unpaved areas shall be compacted to 90% relative density, and the ground surface restored to the condition prior to excavation using materials in kind.

END SECTION 7-08

SECTION 7-15 SERVICE CONNECTIONS

7-15.1 Description

(*****) *Supplement*

Section 7-15.1 is supplemented with the following:

This Work also consists of replacing existing water services.

7-15.3(3) Replace Water Service Connection

(*****) *New*

Section 7-15.3(3) is added as follows:

After determining the location of the connection point in accordance with Section 2-10, the Contractor shall install a water service meter as indicated on the Plans per AWWD Standard Specification Division 2 and Standard Detail WD-4.

Whenever a water service replaces an existing water service, the replacement service must be installed as new, in accordance with Alderwood Waste Water District (AWWD). The new water service must be located back of curb, or at the edge of the public right-of-way. The final location of all meter sets must be authorized by AWWD and the Engineer. The Contractor must pothole the existing private water service(s) in order to verify existing service size and location of future connection point(s) per Section 2-10. All pigtail and private water service connections must be tested at line pressure and visually inspected by City and AWWD inspectors.

Prior to transferring water service, the Contractor must:

1. Notify the Engineer three working days before the service transfer.
2. Notify the private property owner/resident, using door hangers, two working days prior to service transfer.
3. Flush all new water service piping for a sufficient amount of time to purge debris and air. Notify the Engineer prior to flushing.
4. Check water meter for any water usage prior to interrupting service - a running meter may indicate an existing failed condition within the customer's private plumbing system. If this is the case, the Contractor must notify the City construction inspector and postpone the service transfer until the issue can be resolved.
5. Transfer one meter at a time under the construction inspector's observation.
6. Hook-up service - if supplied with an additional shut-off, the Contractor must test the shut-off and notify the City construction for inspection of the connections prior to back-fill.

7-15.3(3)A Typical Connection (Pigtail Connection)

"Typical Connections" must apply in all cases in which the replacement water service is to be located parallel to the existing water service piping. A tailpiece section must be constructed from the private property side of the replacement meter set and must extend a minimum of 2 feet past the private property line.

The tailpiece section must be constructed of 200-psi class High Density Polyethylene pipe and be no less than 4 feet in overall length. The tailpiece section must be of similar size as the existing piping system and in no case less than 1 inch in diameter. The tailpiece section must be installed so that the orientation of the pipe section is continuous and maintains the most direct alignment as possible with the existing service piping.

The transition from the new tailpiece section to the old, existing piping must be made with a compression type transition coupling resistive to electrolysis. The meter side of the tailpiece section must be constructed of all brass, adapting the pipe section with insta-tite or tighten to fit compression-style fittings.

7-15.4 MEASUREMENT ***REVISION***

(May 29, 2021 COB GSP) *Supplement*

Section 7-15.4 is supplemented with the following:

"Replace ___ In. Water Service", per each.

(*****)

No measurement shall be made for force account "Pig Tail Connection"

7-15.5 PAYMENT ***REVISION***

(*****)

Section 7-15.5 is supplemented with the following:

"Replace ___ In. Water Service", per each.

The unit Contract price per each for "Replace ___ In. Water Service" shall be full pay for all Work to install the replacement water service of the type and size of service connection specified, including but not limited to, removal and disposal of existing pavement; excavation, tapping or cut in "tee" connection to the main, copper pipe, corporation stops, adaptors, laying and jointing the pipe and fittings and appurtenances, meter setter, meter box, ball and check valves, address tags, tracer wire and marker tape, backfilling, testing, flushing, disinfection; restoration roadway pavement and ground surface in public right of way.

"Pig Tail Connection", EST.

Payment for "Pig Tail Connection" shall be made at force account in accordance with Section 1-09.6.

END SECTION 7-15

END OF DIVISION 7

SECTION 8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.2 MATERIALS

8-01.3 CONSTRUCTION REQUIREMENTS

8-01.3(1) GENERAL

(*****)

Section 8-01.3(1) is supplemented with the following:

Contractor shall fabricate and install Construction Sign meeting the specification included in Appendix G.

8-01.3(1)B Erosion and Sediment Control Lead ***REVISION***

(October 3, 2022 WSDOT GSP)

Item number 3 and 4 in the second paragraph of Section 8-01.3(1)B are revised to read:

3. Submit to the Engineer no later than the end of the next working day following the inspection of a TESC Inspection Report that includes:

    a. When, where, and how BMPs were installed, maintained, modified, and removed.

    b. Observations of BMP effectiveness and proper placement.

    c. Recommendations for improving future BMP performance with upgraded or replacement BMPs when inspections reveal TESC BMP deficiencies.

    d. Identify for each discharge point location whether there is compliance with state water quality standards in WAC 173-201A for turbidity and pH.

8-01.3(2) TEMPORARY SEEDING AND MULCHING ***SUPPLEMENT***

(*****)

Section is supplemented with the following:

"Temporary Seeding and Mulching" will be paid where construction, filling excavation, and grading have disturbed roadside landscape and unimproved areas. "Seeding, Fertilizing, and Mulching" shall be placed on all exposed soil disturbed by construction or any area directed by Engineer. "Temporary Seeding and Mulching" shall also be placed on all fill and cut areas outside roadway surface width, within the project limits.

The intent of "Temporary Seeding and Mulching" is to produce viable vegetation toward the end of preventing erosion. If seeding has not germinated satisfactorily at the time of final acceptance, this work will be considered defective according to Section 1-05.7 of the Standard Specifications. The Engineer may require the Contractor to post security equal to 200% of the amount bid for "Seeding, Fertilizing, and Mulching" in order to secure performance of this germination specification. This security shall be in a form acceptable to the Contracting Agency and may be required prior to release of retainage of this project. Said security shall not be released until satisfactory germination has occurred. Any erosion, which in the opinion of the Engineer, occurs directly as a result of insufficient seed germination shall be repaired by the Contractor at no additional expense to the Contracting Agency. Any such repairs shall be completed prior to project acceptance or release of security as identified herein. Satisfactory germination is defined as a minimum of 300 stems per square foot. Any area in which two consecutive one square foot plots sampled fall below this standard will be considered defective and shall be corrected by the Contractor.

The Contractor shall use professional judgment and consider factors such as weather and soil moisture to obtain satisfactory germination.

Hydroseeding is required between September 30 and April 1. Broadcast seeding is acceptable between April 2 and September 29. Immediately after hydroseeding, the Contractor shall remove hydroseed overspray from all features other than the intended seeding area.

8-01.3(2)A Preparation for Application ***SUPPLEMENT***

8-01.3(2)E Tackifiers ***SUPPLEMENT***

(*****)

Section is supplemented with the following:

Unless specified otherwise, wood cellulose fiber mulch shall have tackifier incorporated into the mulch fiber during manufacture. If additional tackifier is required, the tackifier shall be as specified in Section 9-14.5(7). When specified, soil binders and tacking agents shall be applied in accordance with the manufacturer's recommendations.

8-01.3(3) PLACING EROSION CONTROL BLANKET ***SUPPLEMENT***

(*****)

Section 8-01.3(3) is supplemented with the following:

Erosion control blankets shall be installed according to the manufacturer's recommendations and as shown in the plans.

When used to enhance the establishment of planting areas with full wood chip mulch cover, wood chip mulch cover shall be placed prior to blanket installation. Longer stakes may be required to secure coir fabric to ground below the wood chip mulch layer.

8-01.3(9) SEDIMENT CONTROL BARRIERS

8-01.3(9)A Fencing

8-01.3(9)A1 High Visibility Fencing *SUPPLEMENT*

(*****)

Section 8-01.3(9)A1 is supplemented with the following:

Prior to starting clearing and grubbing operations, the Contractor shall install high visibility fencing as shown in the Plans or as specified by the Engineer to protect existing trees. Tree protection shall be in accordance with details shown in the Plans. High visibility fencing shall be in accordance with WSDOT Standard Plan I-10.10-01.

The Contractor shall install high visibility fencing to protect utility poles, walls, hydrants, and fences.

Fencing shall remain in place in a good state of repair at the completion of Work. Prior to Physical Completion, the fencing shall be inspected by the Engineer. Fencing that has been damaged or that does not meet contract requirements as specified or as shown in the Plans shall be repaired at Contractor expense.

8-01.3(9)D Inlet Protection

(*****)

Section is supplemented with the following:

Prior to the beginning of construction, catch basin inlet protection shall be installed on all existing catch basins downslope of the project site and to all existing catch basins within 500 feet upstream of the project site.

For existing catch basins designated for removal on the Plans, inlet protection shall be maintained until the catch basin has been removed.

Inlet protection shall be installed on all new catch basins constructed with this project. Inlet protection on new catch basins shall be maintained until final stabilization is complete and the storm sewer system has been inspected and approved by the Engineer or Owner's Representative.

Existing and new catch basins with solid, locking lids do not require inlet protection.

Add the following new section:

8-01.3(17) VEGETATED BANKS FOR CHANNEL *NEW*

(*****)

Grade rough subgrade elevations to account for of topsoil depth where placement is required in the plans. Install erosion control blanket per plans and requirements herein. Install live stake cuttings per plans and requirements herein.

Add the following new section:

8-01.3(18) PLANTING FOR CHANNEL ***NEW***
(*****)

Livestake cuttings shall be installed in coir log per plan details and requirements herein.

Add the following new section:

8-01.3(19) WORK WITHIN THE ORDINARY HIGH-WATER MARK ***NEW***
(*****)

Channel grading, placement of topsoil, installation of coir log, installation of erosion control blanket and planting of livestake cuttings shall be coordinated with requirements and restrictions for working with the ordinary high water area limits.

8-01.4 MEASUREMENT ***SUPPLEMENT***
(*****)

Section is supplemented with the following:

"High Visibility Silt Fence" will be measured per linear foot along the ground line of the completed fence.

No separate unit of measurement will apply to the lump sum bid item "Temporary Seeding and Mulching."

"Construction Sign" fabrication installation and maintenance shall be included in the lump sum measurement.

8-01.5 PAYMENT ***SUPPLEMENT***
(*****)

Section is supplemented with the following:

"Temporary Seeding, and Mulching", per lump sum.

"High Visibility Silt Fence", per Linear Foot.

"Construction Sign" fabrication installation and maintenance shall be included in the lump sum payment.

The unit Contract price for "Erosion Control and Pollution Prevention" shall include Construction Sign fabrication and installation, maintenance and removal of erosion and water pollution control devices including removal and disposal of sediment, stabilization and rehabilitation of soil disturbed by these activities.

END SECTION 8-01

SECTION 8-02 ROADSIDE RESTORATION

8-02.1 DESCRIPTION

(*****)

Section 8-02.1 is supplemented with the following:

This work shall also consist of preparing a watering plan, and supplying water to roadside plantings during the first year of plant establishment at the specified times. This work shall include operating and maintaining irrigation equipment used to supply water for plants.

8-02.3 CONSTRUCTION REQUIREMENTS

8-02.3(4) TOPSOIL

8-02.3(4)A Topsoil Type A

(August 3, 2015 WSDOT GSP)

Section 8-02.3(4)A is supplemented with the following:

Topsoil Type A shall be placed to a non-compacted depth of 6 inches. The topsoil shall be thoroughly blended prior to placement. The Contractor shall submit a Type 1 Working Drawing consisting of independent test results from an accredited laboratory demonstrating the Topsoil Type A meets the requirements of Section 9-14.2(1). The Type 1 Working Drawing shall also include the Request for Approval of Material in accordance with Section 1-06.1(2)

(*****)

Section is supplemented with the following:

Topsoil Type A shall be installed prior to Seeding, Fertilizing, and Mulching. Topsoil shall be evenly spread over the specified areas in accordance with Section 8-02.3(4)A or as otherwise directed by the Engineer. The area shall then be rolled with a landscape roller in at least 1 direction at a velocity not to exceed 2 feet per second. Spread topsoil after subgrade preparation is complete. Do not spread topsoil when the subgrade soil and/or topsoil are frozen or excessively wet or dry.

8-02.3(3C) PROJECT AREA WEED AND PEST CONTROL

(******)

Weeding shall include the removal of all plant material not planted in the mitigation area, unless noted to remaining, including cottonwood, blackberry or other invasive species.

8-02.3(5) ROADSIDE SEEDING, LAWN, AND PLANTING AREA PREPARATION

(August 5, 2015 WSDOT GSP)

Section 8-02.3(5) is supplemented with the following:

After initial area weed control, grading, and soil placement are completed, all soil shall be covered with compost. Prior to the placement and incorporation of compost, the application and incorporation methods shall be approved by the Engineer. Compost shall not be placed when a condition exists, such as frozen or water saturated soil that may be detrimental to successful application, incorporation, or soil structure. The Contractor shall notify the Engineer a minimum of five working days prior to the start of compost work. Compost shall be uniformly and evenly placed in all designated areas at a depth of 6 inches. After placement of the compost, the Contractor shall incorporate the layer uniformly into the existing soil to a depth of 3 inches.

(*****)

Section is supplemented with the following:

"Seeding, Fertilizing, and Mulching (Dry Native Seed)" and "Seeding, Fertilizing, and Mulching (Wet Native Seed)" shall be applied where construction, filling excavation, and grading have disturbed roadside landscape and unimproved areas. Seeding, Fertilizing, and Mulching shall be placed on all exposed soil disturbed by construction or any area directed by Engineer. Seeding, Fertilizing, and Mulching shall also be placed on all fill and cut areas outside roadway surface width, within the project limits.

The intent of Seeding, Fertilizing, and Mulching is to produce viable vegetation. If seeding has not germinated satisfactorily at the time of final acceptance, this work will be considered defective according to Section 1-05.7 of the Standard Specifications. The Engineer may require the Contractor to post security equal to 200% of the amount bid for Seeding, Fertilizing, and Mulching in order to secure performance of this germination specification. This security shall be in a form acceptable to the Contracting Agency and may be required prior to release of retainage of this project. Said security shall not be released until satisfactory germination has occurred. Any erosion, which in the opinion of the Engineer, occurs directly as a result of insufficient seed germination shall be repaired by the Contractor at no additional expense to the Contracting Agency. Any such repairs shall be completed prior to project acceptance or release of security as identified herein. Satisfactory germination is defined as a minimum of 300 stems per square foot. Any area in which two consecutive one square foot plots sampled fall below this standard will be considered defective and shall be corrected by the Contractor.

The Contractor shall use professional judgment and consider factors such as weather and soil moisture to obtain satisfactory germination.

Hydroseeding is required between September 30 and April 1. Broadcast seeding is acceptable between April 2 and September 29. Immediately after hydroseeding, the Contractor shall remove hydroseed overspray from all features other than the intended seeding area.

8-02.3(6) MULCH AND AMENDMENTS

8-02.3(6)A Compost ***SUPPLEMENT***

(May 31, 2023 COB GSP)

Section 8-02.3(6)A is supplemented with the following:

The Contractor shall procure compost from the following list of approved vendors:

Cedar Grove	206.450.6182
Lenz	360.629.2933
Pacific Topsoils	425.337.2700
Bailey Compost	360.568.8826
Topsoils Northwest	topsoilnw.com
Riverside Topsoil	425.328.4134

The Contractor may submit a request for approval by the Engineer to use other compost vendors if compost from the list of priority vendors above is not available.

It shall be the responsibility of the Contractor to submit delivery tickets or receipts verifying, at a minimum, the vendor's name, product procured and quantity. No payment will be made without verification documents or utilizing compost from an unapproved vendor.

8-02.3(8)C PRUNING, STAKING, GUYING AND WRAPPING

All planted trees shall be protected by temporary tree guards to prevent damage from animals. Tree guards shall be at least 6" in diameter and 30" in height and shall completely encompass the tree without interfering with growth.

8-02.3(9) SEEDING, FERTILIZING, AND MULCHING

8-02.3(9)B Seeding and Fertilizing SUPPLEMENT
(*****)

Section 8-02.3(9)B is supplemented with the following:

Seed mix complying with Section 9-14.3 shall be applied at the rates described in that section on all areas shown on the Contract Plans to require seeding.

8-02.3(13) PLANT ESTABLISHMENT SUPPLEMENT
(December 1, 2020 COB GSP)

Section 8-02.3(13) is supplemented with the following:

When the Proposal includes the bid item Plant Establishment, that bid item includes one year of plant establishment Work. The plant establishment period shall begin immediately upon written notification from the Engineer of the completion of initial planting for the project.

Add the following new section:

8-02.3(17) WATER FOR PLANTS *NEW*

(*****)

The Contractor shall provide water for plants including the following:

- A watering plan according to Section 8-02.3(2) of the Standard Specifications.
- A method of distribution that promotes infiltration and does not allow runoff to occur, and
- Application of water.

Water for plants shall be supplied at intervals and quantities that ensure the resumption and continued healthy, vigorous growth of the plant material. Application intervals shall be adjusted for precipitation rates to ensure consistent moisture throughout the month.

At a minimum, 3 inches of water, including precipitation, per month shall be provided to planting areas from May 1 through August 31. The Contractor is advised that more than 3 inches per month may be required to ensure the resumption and continued healthy, vigorous growth of the plants. Several consecutive applications may be required to sufficiently hydrate the soil and avoid plant stress. Indicators of plant stress include, but are not limited to, wilting, browning, losing leaves. Plant stress indicators will be determined by a visual inspection of plant material by the Engineer.

This work does not relieve the Contractor of the responsibility to perform all other work according to the Standard Specifications and these Special Provisions. Water application from planting through initial planting acceptance is included in the Bid Item "Plant Selection____."

8-02.4 MEASUREMENT *SUPPLEMENT*

(*****)

Section 8-02.4 is supplemented with the following:

"Topsoil Type A" will be measured by the cubic yard along the grade and slope of the area covered immediately after placement.

(December 1, 2020 COB GSP)

Section 8-02.4 is supplemented with the following:

"Topsoil Type A", per cubic yard.

The unit Contract price for "Topsoil Type A" shall be the full payment for all costs including weed control pre-treatment of topsoil areas, excavation, and stockpiling for the specified Work.

No separate measurement shall be made for lump sum item "Plant Establishment" or "Plant Selection_____".

8-02.5 PAYMENT *SUPPLEMENT*

(*****)

Section 8-02.5 is supplemented with the following:

"Seeding, Fertilizing and Mulching (Dry Native Seed)", per acre.

"Seeding, Fertilizing and Mulching (Wet Native Seed)", per acre.

The lump sum Contract price for "Plant Selection_____" shall be full pay for all Work to plant all types and sizes of shrubs, livestake cuttings, and trees as shown on the plans and as specified within the planting area prior to planting for weed control, planting area preparation and installation of plants with initial watering.

If additional shrubs, livestake cuttings, or trees are directed by the Engineer beyond the totals shown on the plans, the additional costs shall be equal to the plant category unit price of by dividing the lump sum price by the total number of plant category shown on the plans.

The lump sum Contract price for "Plant Establishment" shall be full pay for all Work to perform Work as specified to maintain plants for a one-year period, including but limited to, a watering plan, removing foreign, dead, or rejected plant material, maintaining all planting areas in a weed-free and trash-free condition, providing tree guards, replacing all unsatisfactory plant material planted under the Contract, and watering necessary to complete planting operations as specified to the end of the first year plant establishment.

Progress payments shall be as follows:

- 10% at completion of acceptable Work after 3 months into the Plant Establishment period.
- 20% at completion of acceptable Work after 6 months into the Plant Establishment period.
- 35% at completion of acceptable Work after 9 months into the Plant Establishment period.
- 100% at completion of acceptable Work after 12 months into the Plant Establishment period.

If at any time during the plant establishment, the contractor does not respond or complete Work to the satisfaction of the Engineer, the Contracting Agency may withhold payment until such time the Work is completed or permanently deduct payments from the Contract lump sum price.

Project Area Weed and Pest Control shall be included in the lump sum price for Plant Establishment.

END SECTION 8-02

SECTION 8-03 IRRIGATION SYSTEMS

8-03.2 Materials

Section 8-03.2 is supplemented with the following:
(******)

For all areas, the Contractor shall provide a fully functioning temporary irrigation system. Irrigation equipment shall include, but not be limited to:

- Schedule 40 and schedule 80 PVC mainline pipe.
- Copper and brass pipe and fittings for potable water service.
- Polyvinyl chloride (PVC) schedule 40 pipe and fittings for solvent welded irrigation laterals and mainlines.
- Detectable underground plasticized aluminum pipe location identification direct-bury tape.
- Schedule 40 PVC triple swing joints using schedule 80 PVC threaded fittings.
- Class 200 PVC irrigation sleeves.
- Double check backflow prevention devices installed below grade.
- Pressure reducing valves.
- Manual valves.
- Pop-up sprinkler heads with built-in pressure regulation set to 45 psi, matched precipitation rate, flow adjustment screws, rotary nozzle, and screens under nozzles.
- Electric remote-control zone valves.
- Brass quick coupling valves with locking robber tops and schedule 40 PVC swing joints, and provide five operating keys and hose swivels.
- Irrigation controllers. Controllers shall be battery powered and be able to handle multiple irrigation zones necessary to water up to one acre. Controllers shall be outdoor model. Rain and soil moisture sensing with programmable rain delay period setting with auto restart function.
- Manual drain valves. Manual drain valves shall be installed at low points in irrigation mainline.

8-03.3 Construction Requirements

The first paragraph of section 8-03.3 is replaced with the following.
(******)

The Contractor shall design and install a temporary above ground automatic irrigation system in accordance with these specifications and as approved by the Engineer. Irrigation system shall include site preparation, installation of system components, and instructions necessary for successful operation of the irrigation system. The Contractor shall submit a design that shows locations for sprinkler heads, piping, valve, and sleeve locations to irrigate planting areas where shown in the plans. Irrigation heads shall be laid out with head to head coverage at 90 percent of the radius distance of the sprinkler heads throw. Sprinkler heads shall be laid out to limit overspray to paved areas, bodies of water, and other areas where irrigation is not desired so that overspray volume does not exceed 5 percent of the total irrigation system volumetric flow.

The irrigation system shall include connecting to a water service identified by the City during construction. The connection point shall be at a water service located at the corner of 234th St SE and 35th Ave SE. The final location of the irrigation controller will be subject to approval by the Engineer.

Appropriate backflow assemblies meeting AWWD standards shall be installed by the Contractor at the water service designated by the Agency.

Quick coupler valves shall be installed for all landscape planting areas.

Temporary watering systems shall keep all plantings (including grass) sufficiently watered to ensure plant establishment, and shall be remain in place and in good working order by the Contractor until the end of Plant Establishment. The Contractor shall be responsible for making repairs to the irrigation system as needed prior to Physical Completion.

8-03.5 Payment
Section 8-03.5 is supplemented with the following:
(******)

"Temporary Irrigation System", lump sum.
The unit contract price for "Temporary Irrigation System" per lump sum shall be full compensation for all labor, tools, equipment, and materials necessary to design, furnish, and install the irrigation system equipment and components as specified; backflow assembly, and all costs of initial and one annual inspections and tests performed on cross connection control devices during the life of the Contract.

END SECTION 8-03

SECTION 8-22 PAVEMENT MARKINGS

8-22.3 CONSTRUCTION REQUIREMENTS *SUPPLEMENT*

Section 8-22.1 is supplemented with the following:

The Contractor shall replace in kind all pavement markings removed in the completion of the Work. All markings shall be thermoplastic type per City of Bothell Standards.

8-22.4 MEASUREMENT *SUPPLEMENT*

(*****)

Section 8-22.4 is supplemented with the following:

"Pavement Marking", linear foot of each marking type replaced.

8-22.5 PAYMENT *SUPPLEMENT*

(*****)

Section 8-22.5 is supplemented with the following:

"Pavement Marking", per linear foot.

The unit Contract price per linear foot for "Pavement Marking" shall be full- pay for all Work to replace markings regardless of the marking type and the number of lines included with marking types.

END SECTION 8-22

SECTION 8-28 VACANT *REVISION*

(*****)

Delete Section 8-32 and replace it with the following:

SECTION 8-28 TEMPORARY WATER MANAGEMENT

8-28.1 Description

Seepage and groundwater is expected during construction. The Contractor shall provide, install, maintain and operate all necessary equipment to keep excavations free from water during construction. Use of multiple trash/sump pumps, headers and discharge pipe conveying turbid water, seepage, and groundwater to the sediment control facility is expected. The Contractor shall dispose of the dewatered water so as to not cause injury to public or private property or nuisance to the public. Disposal of water shall comply with all local, State and federal laws and ordinances.

8-28.2 Materials

Anticipated materials include numerous trash/sump pumps, headers, and pipe to route the pumped water to the sediment control facility. Dewatering wells, associated pumps and equipment are included.

8-28.3 Construction Requirements

Temporary Water Management shall consist of the design, furnishing, installation, operation, maintenance, and removal of a dewatering system(s) to achieve proper completion of all work performed under this Contract. The dewatering system shall meet the Minimum Standards for Construction and Maintenance of Wells, Chapter 173-160 WAC, specified by the Department of Ecology, State of Washington.

The Contractor shall furnish, install, operate, and remove any and all machinery and equipment necessary to keep excavations free from water during construction, and shall dewater and dispose of the water so as not to cause injury to public or private property, or to cause a nuisance or menace to the public. The Contractor shall at all times have on hand sufficient pumping equipment and machinery in good working condition for all emergencies, including power outage and flooding, and shall have available at all times competent workers for the continuous and successful operation of the dewatering systems. These systems shall not be shut down between shifts, on holidays, on weekends, or during work stoppage.

The control of groundwater shall be such that softening of the bottom of excavations, or formation of "quick" conditions or "boils" during excavation shall not occur. Dewatering systems shall be designed and operated so as to prevent removal of the natural soils.

During excavation, demolition of structures, demolition of hardscape, demolition of utilities, construction of structures, installing of pipelines, placing of working base, structure and trench backfill, utility construction, pavement construction, grading, structure and trench backfill, the placing and setting of concrete, and prior to the acceptance of the work or any portion of the work, excavations shall be free of water. The Contractor shall control surface runoff so as to prevent entry or collection of water in excavations or on other isolated areas of the site.

The dewatering system shall be designed using accepted and professional methods of design and engineering consistent with the best modern practice. The dewatering system shall include any well points, sumps, and other equipment, appurtenances, and related earthwork necessary to perform the function. Deep wells are not recommended because of associated large drawdown. The Contractor shall employ the services of a professional dewatering expert acknowledge as experienced in the field of dewatering design, installation, operation and maintenance. The Contractor and dewatering expert shall visit the site to determine the existing conditions thereof.

The Contractor shall be solely responsible for proper design, installation, proper operation, maintenance, and any failure of any component of the dewatering system for this Contract.

Any method of dewatering shall include securing the area from unauthorized access.

The Contractor shall monitor the water management operations on a daily basis and make changes as necessary to assure construction is not delayed. The Contractor shall maintain on-site sufficient equipment and materials to ensure continuous and successful operation of the water management systems.

The Contractor shall be responsible for and repair without cost to the Contracting Agency any damage to work in place, other Contractor's equipment, and the excavation, including damage to the excavation bottom due to heave and including removal of disturbed material that may result from Contractor negligence, inadequate or improper installation, maintenance and operation of the dewatering system, and any mechanical or electrical failure of the dewatering system.

The Contractor shall assume ownership and responsibility for the timing and removal and disposal of all pumps, pipes, and other assorted system hardware. The Contractor shall remove and abandon all wells in accordance with Chapter 173-160 WAC.

8-28.3(1) Submittals

The Contractor shall design a Temporary Water Management Plan prior to construction for approval by the Engineer. This plan shall be kept updated throughout the duration of construction as needed to accommodate construction staging and field conditions. The plan shall be submitted to the Engineer weekly at the Progress Meetings if there are changes from the prior dewatering plan.

The Temporary Water Management Plan shall show locations of well points, sump locations, pump sizes and capacities, points of discharge, erosion and sediment control measures, and the use and location of filter bags or sediment traps.

8-28.5 Payment

"Temporary Water Management", lump sum.

The lump sum contract price for "Temporary Water Management" shall be full compensation to the Contractor for all materials, labor and equipment necessary to perform the work described herein, including, but not limited to, creating and updating the Temporary Water Management Plan, and installation, maintenance and adjustment of dewatering wells, sumps, pumps, piping and resulting sediment control.

END SECTION 8-28

8-30.3 CONSTRUCTION REQUIREMENTS

8-30.3(2) MIXING OF STREAMBED AGGREGATES *SUPPLEMENT*

(February 13, 2024 WSDOT GSP)

Section 8-30.3(2) is supplemented with the following:

Blending Streambed Aggregates

Streambed aggregates shall be mixed in the following proportions:

Streambed Material 1

Percent by Volume	Material
40%	Streambed Sediment
60%	4" Streambed Cobbles

END SECTION 8-30

SECTION 8-31 TEMPORARY STREAM DIVERSION

8-31.3 CONSTRUCTION REQUIREMENTS

8-31.3(1) GENERAL

8-31.3(1)A General TSD Requirements *SUPPLEMENT*

(October 3, 2022 WSDOT GSP, Option 1)

Section 8-31.3(1)A is supplemented with the following:

At all times of operation, the Contractor's temporary stream diversion shall be designed to convey the following minimum flow rate of water in cubic feet per second:

*** The two (2) year summer peak flow of 16 cubic feet per second ***

Contractor shall perform all fish exclusion activities, provide a qualified Biologist onsite during these activities to meet the permit requirements of this project.

8-31.3(3) Fish Block Net Installation and Fish and Aquatic Species Exclusion

Section 8-31.3(3) is supplemented with the following:

Contractor shall install/remove and provide fish block Net installation and perform all fish exclusion activities, providing a qualified Biologist onsite during these activities to meet the permit requirements of this project.

Contractor will provide and install all fish exclusion materials as listed in the Special Provisions or Plans.

Contractor will provide all Dewatering, Inspection and Maintenance activities and provide supporting documentation.

8-31.5 Payment

"Temporary Stream Diversion", lump sum.

The lump sum contract price for "Temporary Stream Diversion" shall include costs for, but is not limited to:

- Labor, materials, tools, equipment, and incidentals required to furnish, install, maintain, and remove the temporary stream bypass;
- Initial coordination and personnel for fish removal, and subsequent fish removal from the work site if fish block nets are breached due to clogging, and/or knocked over by storm flows;
- All fish exclusion activities shall be incidental to the bid item "Temporary Stream Diversion".
- Designing, preparing and submitting the plan, installing, maintaining, and removing the temporary stream bypass system, including cofferdams, inlet sump, stream bypass pump

and piping, outfall energy dissipater, dewatering sump, and installation and daily (or more frequent as needed) cleaning of the fish block net and any associated upstream debris screen(s).

- Implementing invasive species decontamination and control measures as required by permits and any other requirement listed therein.

END SECTION 8-31

SECTION 8-32 VACANT *REVISION*

(*****)

Delete Section 8-32 and replace it with the following:

SECTION 8-32 LARGE WOODY MATERIAL *NEW*

8-32.1 DESCRIPTION

This Work includes furnishing and installation of Large Wood with Rootwad structure. The Contractor shall acquire materials including various logs as needed to meet the quantities and dimensions identified in the Plans and stockpile onsite. The Engineer shall approve materials before installation. The Contractor shall provide all labor, tools, equipment, materials, and incidentals necessary to complete Work as specified.

Large Wood with Rootwad - A single rootwad structure intended to increase roughness at the channel margin, provide near bank cover for aquatic species.

8-32.2 MATERIALS

Materials shall meet the requirements of the following sections:

Large Wood Log	9-37

Material sourcing, haul and transport shall be the Contractor's responsibility.

8-32.3 CONSTRUCTION REQUIREMENTS

The Contractor shall notify the Engineer prior to installation of Large Wood structure so the Engineer may coordinate inspection.

The Contractor shall refer to the Plans for the locations, orientations, dimensions, and construction requirements provided to install each Large Wood structure.

The Contractor shall insure that Temporary Stream Diversion requirements of Section 8-31 are implemented such that the Work can be completed and maintain compliance with the TESC Plan. In the presence of water, Contractor shall keep excavations free from moving water during construction.

The features will be constructed on suitable native subgrade as to prevent settlement.

The details as shown in the Contract Plans show a general guideline of the location and orientation of log in structure. The Contractor may need to make adjustment due to field conditions and shall notify the Engineer of any proposed changes prior to implementation of adjustments.

The Engineer reserves the right to modify and make field adjustments to log placement and the specifications during construction. The Engineer will be notified to approve each installed structure before Work is deemed complete.

Structures shall be backfilled with Streambed Material 1 unless approved otherwise by the Engineer. Backfill beyond limits of streambed shall be native material.

8-32.3(1) CONNECTIONS

Chain lashings for fabricating the Large Woody Material Structure shall be 5/8" diameter Grade 70 steel chain (ASTM A413) with a minimum working load limit of 500 pounds. Shackles for tightening / binding chain shall be a bolt / nut type that allows for asymmetrical axial and torsional loading without reducing the working load. Shackles shall meet or exceed Fed. Spec. RR-C-271. All hardware used for lashing shall be stainless steel or natural untreated steel. The use of galvanized steel is prohibited. Connections shall be of the quantity and type specified by the manufacturer. Hardware shall have an equal or greater strength than the chain breaking strength.

Connections shall be installed as shown in the Plans, or as close as possible to minimize visibility following installation. The Engineer may direct and adjust the installed the location of the Boulder connections.

8-32.3(2) INSPECTIONS

The Engineer shall perform material inspections before placement. Logs, Chain, and hardware. The Engineer may reject materials at no additional cost to the Contracting Agency if materials deviate from the requirements herein.

8-32.4 MEASUREMENT

No specific unit of measurement shall apply to the lump sum item of "Large Woody Material".

8-32.5 PAYMENT

"Large Woody Material", lump sum.

The lump sum Contract price for "Large Woody Material" shall be full pay for providing and installing the completed feature structure including furnishing, hauling, and installing materials shown on the Contract Plans including temporary excavation, backfill, compaction of material within the structure and haul and disposal of any excess excavated material.

Materials are to be installed as part of each feature are shown on the Contract Plans and may include all logs, chain and supporting hardware, and any other materials referenced in the Contract Plans and not included as a separate bid item.

END SECTION 8-32

END OF DIVISION 8

SECTION 9-14 EROSION CONTROL AND ROADSIDE PLANTING

9-14.2 TOPSOIL

9-14.2(1) TOPSOIL TYPE A *REVISION*

(*****)

Section 9-14.2(1) is replaced by the following:

Topsoil Type A mix shall be 50% pure organic compost and 50% sand or sandy loam. The soil shall be high in organic content and compromised of fully composted and mature organic materials.

Refer to Section 9-14.4(8) Compost of the Standard Specifications for compost requirements. No fresh sawdust or other fresh wood by-products shall be added to extend the volume after the composting process.

Chemical and physical characteristic of Topsoil Type A shall comply with the following:

- Screen Size 7/16" Maximum (Approximate Particle Size)
- Total Nitrogen 0.25% Minimum
- Organic Matter 10% Minimum
- pH Range 5.5 to 7.5
- Conductivity 5 mmhos/cm Maximum

Topsoil shall be free of weed seed and a 3-way mix as supplied by a certified topsoil company.

The Contractor shall provide a complete analysis of Topsoil Type A with one cubic foot sample for review and approval.

9-14.3 SEED *SUPPLEMENT*

(*****)

Section 9-14.3 is supplemented with the following:

Dry Native Seed

All dry native seed shall be "non-endophyte enhanced". Seed of the following composition and proportion shall be applied at a rate of 120 pounds per acre on all areas requiring dry native seeding within the project.

Kind and Variety of Seed in Mixture	Pounds of Pure Live Seed Per Acre
Sterile Wheat Grass	48.0
Blue wildrye (Elymus glaucus)	18.0
Red fescue (Festuca rubra ssp. ruba)	18.0
Meadow barley (Hordeum brachyantherum)	28.0
Canada reed (Calamagrostis canadensis)	4.0

Tufted hairgrass (Dechampsia cespitosa)	4.0
TOTAL	**120.0**

Wet Native Seed

All wet native seed shall be "non-endophyte enhanced". Seed of the following composition and proportion shall be applied at a rate of 80 pounds per acre on all areas requiring wet native seeding within the project:

Kind and Variety of Seed in Mixture	Pounds of Pure Live Seed Per Acre
Rice cutgrass (Leersia oryzoides)	35.0
Western manna grass (Glyceria occidentalis)	32.0
Canada reed (Calamagrostis canadensis)	8.0
Spike bentgrass (Agrostis exarata)	3.0
Wool-grass (Scirpus cyperinus)	2.0
TOTAL	**80.0**

Fertilizer

Total Available Nitrogen: 10 percent, of which 50 percent is derived (analyzed as N) from 38 percent slow-release urea form.

Available Phosphorous: 20 percent (analyzed as P205).

Available Potassium: 20 percent (analyzed as K20).

Note: Above percentages are proportioned by weight.

Fertilizer shall not be used in wetland areas.

Mulch

Mulch shall be wood cellulose fiber and shall be applied to all seeded areas on this project.

END SECTION 9-14

SECTION 9-37 VACANT *REVISION*

(*****)

Delete Section 9-37 and replace it with the following:

SECTION 9-37 RESTORATION MATERIALS

This section specifies the materials used for Large Wood Features (Special Provision Section 8-32). The Contractor shall provide Restoration Materials including various logs, rock and graded fill as needed to meet the quantities, densities, as specified herein and on the Contract Plans.

9-37.1 LARGE WOOD

Wood shall meet the dimensions (DBH, Length), quantities, and criteria as specified herein and in the Contract Plans. Wood shall be intact, free from rot or other defects that may cause breakage during acquisition, transport, storage, or installation.

Large Wood includes the following:

- Type A – Key Rootwad Logs
- Type B – Footer Logs
- Type C – Footer Logs
- Type D – Deflector Logs

9-37.1(1) SALVAGE PROVISION

Contractor may acquire select categories of wood from on-site salvage coincident with Clearing & Grubbing work as detailed in Section 2-01.3(5).

9-37.1(2) WOOD END TREATMENT

The exposed butt ends of all restoration wood shall be roughened and broken. Exposed sawed butt ends are not acceptable.

9-37.1(3) LARGE WOOD LOG

Large Wood Logs shall be derived from coniferous trees such as Western Red Cedar or Douglas Fir. Western Hemlock or Sitka Spruce logs may also be used subject to approval by the Engineer. Large Wood Logs shall consist of a trunk section with a natural, large, full, intact, and complex rootwad structure containing multiple branches (roots) extending outward around the entire circumference of the rootwad structure. If in the opinion of the Engineer upon inspection that a log has a sparse or otherwise compromised root structure, said log will not be accepted by the Engineer as a Large Wood Log. Acceptable Large Wood Logs shall be clean of excessive soil, of sound quality, and free of cracks, checks, splits, insects, rot, or decay. No more than 50%, by surface area, of the bark shall be missing from Large Wood Logs at their time of placement.

Large Wood Logs shall conform to the size requirements shown on the Contract Plans where the minimum diameter specified refers to the diameter of the trunk section measured within 4 feet from the base (not the end or bottom) of the rootwad structure. The minimum diameter from tip-to-tip of the multiple branch root structure shall be 4 to 6 feet. The length specified on the Contract

Plans shall be measured from the end (or bottom) of the root structure to the other end (tip) of the log.

END SECTION 9-37

END OF DIVISION 9