

# SECTION II

## SPECIAL PROVISIONS

## INTRODUCTION TO THE SPECIAL PROVISIONS

The work on this project shall be accomplished in accordance with the Contract included in the bid package and the current edition of the Standard Specifications for Road, Bridge and Municipal Construction 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 the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work. In the even of conflicts between the Contract and these specifications, the Contract shall control.

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 project-specific Special Provisions are not labeled as such. 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)*

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/APWA, current edition

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

# DIVISION 1

## GENERAL REQUIREMENTS

### DESCRIPTION OF WORK

This project consists of approximately 4.5 acres of clearing, grubbing, and grading. Improvements include the paving of approximately 1,425 linear feet of an existing gravel and proposed roadway, the construction of 2.0 acres of asphalt surfacing; catch basin and storm drain piping installations; and construction of a detention pond and swales.

### 1-01 DEFINITIONS AND TERMS

#### 1-01.3 Definitions

*(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:

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.

### **1-02.15 Pre Award Information**

*(August 14, 2013 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. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

## **1-03 AWARD AND EXECUTION OF THE CONTRACT**

### **1-03.1 Consideration of Bids**

*(January 23, 2006 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. The Contracting Agency intends to award one construction contract based on the total including sales tax.

### **1-03.4 Contract Bond**

*(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).

## **1-04 SCOPE OF WORK**

### **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda**

(\*\*\*\*\*)

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

#### **1-04.6 Increased or Decreased Quantities**

(\*\*\*\*\*)

Delete this section and replace with the following:

The bid quantities listed for unit bid items are approximate and are for the purposes of bidding only. Overruns or underruns in these bid items shall not be cause for adjustment in the unit prices. Standard Specification Section 1-04.6 "Increased or Decreased Quantities" does not apply to the bid items listed in the proposal.

### **1-05 CONTROL OF WORK**

#### **1-05.7 Removal of Defective and Unauthorized Work**

*(October 1, 2005 APWA GSP)*

Supplement this section with the following:

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

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

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**

Delete this section and replace it with the following:

##### **1-05.11 Final Inspections and Operational Testing**

##### **1-05.11(1) Substantial Completion Date**

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Contracting Agency and request the Contracting Agency establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed to reach physical completion. The Contracting Agency will schedule an

inspection of the work with the Contractor to determine the status of completion. The Contracting Agency may also establish the Substantial Completion Date unilaterally.

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

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Contracting Agency 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 Contracting Agency 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 Contracting Agency to schedule a final inspection. The Contracting Agency will set a date for final inspection. The Contracting Agency and the Contractor will then make a final inspection and the Contracting Agency 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 Contracting Agency 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 D Contracting Agency 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 Contracting Agency's right hereunder.

Upon correction of all deficiencies, the Contracting Agency 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.

### **1-05.13 Superintendents, Labor and Equipment of Contractor** *(August 14, 2013 APWA GSP)*

Delete the sixth and seventh paragraphs of this section.

Add the following new section:

### **1-05.16 Water and Power** *(October 1, 2005 APWA GSP)*



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

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

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

*(October 1, 2005 APWA GSP)*

Supplement this section with the following:

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

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

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

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

### **1-07.17 Utilities and Similar Facilities**

Section 1-07.17 is supplemented with the following:

*(April 2, 2007)*

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:

#### **Power**

PUD No. 2 of Pacific County  
(360)642-3191  
9610 Sandridge Road  
Long Beach, WA 98631  
address

**1-07.24 Rights of Way**  
(July 23, 2015 APWA GSP)

Delete this section and replace it with the following:

The Contractor's construction activities shall be confined to the right of way and within the limits shown on the drawings, 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.

The Agency will submit the appropriate Notice of Maintenance to WSDOT and Pacific County prior to the beginning of the work. The Contractor is required to meet the conditions of the work authorization.

Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

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

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

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

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

**1-08 PROSECUTION AND PROGRESS**

Add the following new Sections:

**1-08.0 Preliminary Matters**  
(May 25, 2006 APWA GSP)

Add the following new Section:

### **1-08.0(1) Preconstruction Conference**

*(October 10, 2008 APWA GSP)*

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer, the Contracting Agency 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**

*(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 7:00 a.m. and 6:00 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 48 hours 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

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

*(December 30, 2022 APWA GSP)*

Revise this section to read:

The Contractor shall submit ~~\$\$\$~~ copy 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.

## **1-09 MEASUREMENT AND PAYMENT**

### **1-09.6 Force Account**

*(\*\*\*\*)*

Section 1-09.6 is supplemented with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common proposal for Bidders. All such dollar amounts are to become a part of Contractor's total bid. However, the Contracting Agency does not warrant expressly or by implication, that the actual amount of work will correspond with those estimates. Payment will be made under the bid item Force Account on the basis of the amount of work actually authorized by Contracting Agency.

The Contracting Agency will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time utilizing the Field Order Form contained in these contract documents.

Payments or credits for changes amounting to \$2,500 or less may be made under the Bid item "Minor Changes". At the discretion of the Owner, this procedure for Minor Changes may be used in lieu of the more formal procedure for Change Orders.

If the Contractor identifies what, in the view of the Contractor, is out of scope work to be performed and paid for by force account, the Contractor must provide clear documentation for why the identified work is outside the contracted scope of work and submit documentation to the Contracting Agency within 48 hours of initial notice of out of scope work. The Contracting Agency will evaluate submitted documentation and provide a determination in writing to the Contractor within 14 calendar days after receipt of the Contractor's documentation for out of scope work. If the Contracting Agency determines that the Contractor's documentation supports the claim for out of scope work, the Contractor, within 72 hours, must provide a project labor list, materials, equipment, and services to the Contracting Agency for use in calculating the force account payment prior to commencing the work. No payment will be made to the Contractor for schedule impacts while the Contractor's documentation is being evaluated. No payment shall be made to the Contractor for any force account work that is completed without written approval of the Contracting Agency. All force account work must be

monitored and computed by the Contracting Agency or the Contracting Agency, and the results shall be final. No force account payment computed by the Contractor will be accepted.

### **1-09.9 Payments**

*(March 13, 2012 APWA GSP)*

Delete the first four paragraphs and replace them with the following:

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.

## DIVISION 2 EARTHWORK

### 2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

#### 2-01.1 Description

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Delete paragraph one of Section 2-01.1 which begins "The Contractor shall clear..." and replace with the following:

The extent of clearing and grubbing required consists of clearing, removal and disposal of all miscellaneous debris and vegetation such as stumps, trees, logs, roots, shrubs, vines, grass and weeds within the designated limits as required to construct improvements as shown on the Drawings. Clearing and grubbing is estimated at 4.5 acres.

Removing and replacing landscaping, or similar improvements that interface with the construction, shall be completed by the Contractor and shall be considered incidental to the construction, and the cost thereof shall be included in the unit contract prices in the proposal. Said improvements shall be removed and replaced to the satisfaction of the Contracting Agency and the Contractor shall, at his own expense, completely repair any damage thereto caused by his operations.

The Contractor shall coordinate with adjacent property owners to allow them to retain trees adjacent to their property. The Contractor shall be responsible for sustaining the growth of shrubs and trees, within the confines of the work area, for a period of one year following final acceptance of the improvements. All costs incurred shall be considered incidental to the bid items and shall be included in the unit contract prices in the proposal.

The Contractor shall take adequate precautions to protect existing lawns, trees, shrubs outside of rights-of-way, sidewalk, curbs, pavements, utilities, adjoining property, retaining walls, walkways and structures, and to avoid damage thereto. The Contractor shall, at his own expense, completely repair any damage thereto to a condition similar or equal to that existing before such damage or removal at Contractor's expense.

#### 2-01.2 Disposal of Usable Material and Debris

(\*\*\*\*\*)

Section 2-01.2 is supplemented with the following:

No waste site has been provided by the Port for this project. Disposal shall be per Disposal Method 2 of the Standard Specifications.

#### 2-01.2(1) Disposal Method No. 1 – Open Burning

(\*\*\*\*\*)

Section 2-01.2(1) is deleted from the specifications in its entirety.

#### 2-01.5 Payment

(\*\*\*\*\*)

Section 2-01.5 is revised as follows:

"Clearing and Grubbing", per lump sum.

The unit contract price per lump sum for "Clearing and Grubbing" shall be full pay for all Work described in this section. This also includes removal, balling, and watering ornamental or decorative shrubs and/or trees, coordinating with adjacent property owners, and sustaining

the growth of these shrubs and/or trees for a period of one year following final acceptance of the improvements. This also includes fully removing the primary root system of removed trees within the disturbed area.

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

### **2-02.1 Description**

(\*\*\*\*\*)

Section 2-02.1 is supplemented with the following:

This work shall consist of the excavation, removal, haul and disposal of the items as identified on the drawings and specified herein.

Structure excavation, backfill and compaction quantities for the removal of items are not shown on the drawings. This excavation, backfill and compaction work shall be included in the lump sum for "Removal of Structures and Obstruction" or the unit bid price for items included in the Bid Proposal.

All costs associated with salvaging or abandoning items where indicated on the drawings shall be included in the lump sum "Removal of Structures and Obstructions".

Additional items of work identified in this section, and for which a bid item has been provided, shall not be included in the lump sum "Removal of Structures and Obstructions" but shall be measured and paid under the respective item.

### **2-02.2 Vacant**

(\*\*\*\*\*)

Section 2-02.2 is supplemented with the following:

#### **Materials**

All voids shall be backfilled with native material, unless otherwise directed by the Owner or Engineer.

### **2-02.3 Construction Requirements**

(\*\*\*\*\*)

Section 2-02.3 is supplemented with the following:

Disposal of excavated and removed items shall be per 2-03.3(7) of the Standard Specifications.

Unless otherwise indicated on the drawings or in the specifications, all castings, pipe and any of the discarded facilities shall be carefully salvaged and stockpiled as directed by the Owner. The Owner shall have salvage rights to all equipment and materials. If Owner elects to dispose of any equipment or material, it shall be disposed of by the Contractor and at no cost to the Owner.

### **2-02.4 Measurement**

(\*\*\*\*\*)

Section 2-02.4 is replaced with the following:

No specific unit of measurement will apply to the unit bid item "Removal of Structures and obstructions".

Removal of Structures and Obstructions, per lump sum.

**2-02.5 Payment**  
(\*\*\*\*\*)

Section 2-02.5 is replaced with the following:

Payment shall be made for the following Bid item when it is included in the Proposal:

“Removal of Structures and Obstructions”, lump sum.

Payment shall include without limitation, haul and disposal of items, backfilling and compaction of trenches, holes, or pits that results from such removal of structures and obstructions as identified on the drawings or in these specifications or as directed by the Engineer.

**2-03 ROADWAY EXCAVATION AND EMBANKMENT**

**2-03.1 Description**  
(\*\*\*\*\*)

Section 2-03.1 is replaced with the following:

The Work described in this section, regardless of the nature or type of materials encountered, includes excavation and grading the wetland mitigation site, excavation for relocated ditch, filling of existing ditch to be relocated, excavation below grade as directed by the Engineer, haul of material designated to be used as site fill to areas requiring fill, and haul and disposal of all excess material offsite to a Contractor designated waste site.

Also included will be stockpiling and final placement of native soils and materials to be re-used on the Project Site. Excavated soils within the project area shall be hauled within the project area to construct embankment and for fill material.

Site Grading shall meet the requirements of Earth Embankments per WSDOT Standard Specification 2-03.3(14)B and shall be defined as excavating, hauling, placing, compacting and shaping the surface to a smooth finish to the elevations and grades as shown on the drawings. Final grading for this project may require the removal of material from one area and moving to another area as directed by the Owner or its representative or as noted on the drawings.

No additional payment will be made for the haul of material onsite, or the haul and disposal of surplus excavated materials.

**2-03.2 Vacant**  
(\*\*\*\*\*)

Section 2-03.2 is supplemented with the following:

**Materials**

Import Fill shall meet the requirements for Aggregate for Gravel Base per WSDOT Standard Specification 9-03.10 and shall be used to supplement native material where import material is required to reach subgrade elevation, prior to installation of aggregate base.

**2-03.3 Construction Requirements**

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

Section 2-03.3(7)C is supplemented with the following:



## **Protection of Wetland Areas**

Disposal of excess material within a wetland area, except as noted on the drawings, will not be allowed.

The Contractor shall protect, indemnify, and save harmless the Owner from any damages that may arise from the Contractor's activities in making these arrangements. Such indemnity shall be in accordance with RCW 4.24.115 as amended by CH. 305, Laws of 1986. Any action required satisfying any permit and/or any approval requirements in a Contractor provided disposal site shall be performed by the Contractor at no additional expense to the Owner.

### **2-03.3(14)C Compacting Earth Embankments** (March 13, 1995)

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

All embankments, except waste embankments, shall be compacted using Method A.

### **2-03.3(14)J Gravel Borrow Including Haul** (\*\*\*\*\*)

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

Import fill shall be comprised of Aggregate for Gravel Base and shall be used to supplement native material to build embankments to final subgrade elevation.

### **2-03.4 Measurement** (\*\*\*\*\*)

Section 2-03.4 is modified as follows:

No specific unit of measurement will apply to the unit bid item "Site Grading". Payment for embankment compaction will not be made as a separate item. All costs for embankment compaction shall be included in other Bid items involved.

Site Grading, per lump sum.

"Import Fill" shall be measured per ton for material supplied, placed and shaped on site. Measurements will be made for truck tickets showing weight of material delivered to the site.

Import Fill, Incl. Haul, per cubic yard.

### **2-03.5 Payment** (\*\*\*\*\*)

Section 2-03.5 is supplemented with the following:

No payment will be made per 2-03.5 herein for items which are measured and paid per 2-02 of these Special Provisions.

The lump sum contract price for "Site Grading" shall include all costs for preparing and implementing the grading as indicated on the drawings that is not otherwise paid under separate contract times in the proposal. No additional payment will be made under the unit bid item "Site Grading" for the re-use of native materials. Payment shall include without limitation, haul and disposal of items, backfilling and compaction of trenches, holes, or pits that results from such removal of structures and obstructions as identified on the drawings or in these specifications or as directed by the Engineer.

The unit Contract price per Ton for "Import Fill, Incl. Haul" shall be full compensation for all costs incurred for excavating, loading, hauling, and placing the material unless otherwise specified in the Proposal.

## **2-12 CONSTRUCTION GEOSYNTHETIC**

### **2-12.1 Description**

(\*\*\*\*\*)

Add the following to Section 2-12.1:

Construction Geotextile shall be used beneath Asphalt and Cement Concrete Training Area.

### **2-12.2 Materials**

(\*\*\*\*\*)

Add the following to Section 2-12.2:

Construction Geotextile for asphalt training area shall be non-woven "Construction Geotextile for Separation" per Section 9-33, Table 3, and shall listed on the WSDOT QPL.

Materials to secure geotextile in place shall be by securing staples, pins or other means in accordance with manufacture's recommendations and approved by the Engineer to secure the geotextile during stretching layers into a tight configuration and to maintain manufacturer specified or recommended overlaps.

### **2-12.3 Construction Requirements**

#### **2-12.3(2) Separation**

(\*\*\*\*\*)

Section 2-12.3(2) is supplemented with the following:

Geotextile for separation shall be placed with the long axis parallel to the centerline of the pipe and the path as directed by the Engineer in the field. Overlaps of the fabric shall be pinned with sod pins on intervals determined for the site by the Engineer. Pleats for changing directions of the fabric roll shall be pinned. Additional sod pins shall be used to prevent displacement of the fabric by the wind or other conditions. Fabric placed over benches cut in a slope shall be pinned at the bottom of the vertical cuts at 10-foot intervals or as otherwise directed by the Engineer. The minimum overlap shall be 12-inches with pins or 24-inches without pins.

Geotextile for separation shall be placed for the full length of all gravity storm drain piping and under all storm drain catch basins and manholes.

**DIVISION 4**  
**BASES**

**4-04 BALLAST AND CRUSHED SURFACING**

**4-04.1 Description**  
(\*\*\*\*\*)

Delete the second paragraph and replace with the following:

Work consists of furnishing and placing Crushed Surfacing Top Course (CSTC) and Crushed Surfacing Base Course (CSBC) for the asphalt and concrete training yard and access road.

**4-04.4 Measurement**  
(\*\*\*\*\*)

Section 4-04.5 is supplemented with the following:

Measurement of Crushed Surfacing Top Course shall be per ton.

Measurement of Crushed Surfacing Base Course shall be per ton.

**4-04.5 Payment**  
(\*\*\*\*\*)

Section 4-04.5 is supplemented with the following:

The item "Crushed Surfacing Top Course" includes Crushed Surfacing Top Course for the access road and asphalt training yard.

Payment for Crushed Surfacing Top Course and Crushed Surfacing Base Course shall be per ton at unit contract price included in the contract. The unit contract price shall include all costs for obtaining the materials, hauling the materials to the site, stockpiling, spreading, grading, shaping, compacting and all other incidentals, complete, in place.

**DIVISION 5**  
**SURFACE TREATMENTS AND PAVEMENTS**

**5-04 HOT MIX ASPHALT**

**5-04.2(2) Mix Design – Obtaining Project Approval**  
*(January 3, 2011 WSDOT GSP)*

Section 5-04.2(2) is supplemented with the following:

**ESAL's**

The number of ESAL's for the design and acceptance of the HMA shall be \$\$ 0.3-3.0 \$\$ million.

(\*\*\*\*\*)

Section 5-04.2(2) is supplemented with the following:

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, 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 or Contracting Agency. The Proposal quantity of HMA that is accepted by commercial evaluation will be excluded from the quantities used in the determination of nonstatistical evaluation.

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

- 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 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 Equivalent Single Axle Loads (ESAL’s) appropriate for the required use.

#### **5-04.3(3)D Material Transfer Device/Vehicle**

*(April 4, 2016, WSDOT)*

Section 5-04.3(3)D is deleted in its entirety.

#### **5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA**

*(\*\*\*\*\*)*

Section 5-04.3(8) is deleted and replaced with the following:

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.

#### **5-04.3(9) HMA Mixture Acceptance**

*(\*\*\*\*\*)*

Section 5-04.3(9) is deleted and replaced with the following:

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**

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:

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

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", 3/4", 1/2", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

- a. 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 subplot shall be equal to one day's production or 800 tons, whichever is less except that the final subplot 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 subplot.

**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 AASH-TO 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 to 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 Composite Pay Factor (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 30/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**

<b>Constituent</b>	<b>Factor “f”</b>
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
Voids in Material Aggregate (VMA)	2
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 Composite Pay Factor (CPF).

#### **5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests**

The Contractor may request a subplot 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 subplot 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 Composite Pay Factor (CPF).

#### **5-04.3(10) HMA Compaction Acceptance**

(\*\*\*\*\*)

Delete section 5-04.3(10) and replace with the following:



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 Composite Pay Factor (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 subplot 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 subplot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the subplot 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 subplot 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 subplot shall be equal to one day's production or 400 tons, whichever is less except that the final subplot 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 subplot per WSDOT T 738.

The subplot 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 pre-leveling 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 subplot, with one test per subplot.

### **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 subplot 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) A Reject Work – General**

(\*\*\*\*\*)

#### **Section 5-04.3(11) A is supplemented with the following:**

HMA that has been rejected is subject to the requirements in Section 1-06.2(2) and the Contractor shall submit a corrective action proposal to the Engineer for approval.

### **5-04.4 Measurement**

(\*\*\*\*\*)

Section 5-04.4 is supplemented with the following:

HMA Cl. ½ IN. PG 58H-22 will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of liquid asphalt binder, blended sand, 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.

### **5-04.5 Payment**

(\*\*\*\*\*)

Section 5-04.5 is supplemented with the following:

“HMA Cl. ½ IN. PG 58H-22,” per ton.

The unit Contract price per ton for “HMA Cl. ½ IN PG 58H-22” shall be full compensation for all costs, including anti-stripping additive and incidental uses listed below, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in the Proposal.

Incidental uses for Hot Mixed Asphalt shall consist of restoration and adjustment to paved areas such as the construction of HMA thickened edges, HMA placed as restoration after structure excavation (trench patching) and other such uses as directed by the Engineer. Incidental uses for Hot Mix Asphalt shall also consist of adjusting adjacent utility structures, castings or boxes from existing grade to finished grade.

## 5-05 CEMENT CONCRETE PAVEMENT

### 5-05.1 Description

(\*\*\*\*\*)

Section 5-05.1 is supplemented with the following:

The Contractor shall provide submittals for concrete mix design in accordance with Section 5-05.3(1) of the Standard Specifications. The concrete mix shall have a minimum 28-day compressive design strength of 4,000 psi. Concrete pads shall include tie down anchors as specified on the drawings.

**Standard Table of Concrete Mixes for Pavements**

Design Age	Pavement Thickness over Standard Section	Portland Cement Type	Cement Factor	Aggregates Fine	Aggregates Course AASTO467	Flexural Design Strength
14-day	0.00'	I or II	565	1230	2060	650
10-day	0.04'	I or II	565	1230	2060	590
	0.00'	I or II	625	1145	2060	650
7-day	0.08'	I or II	565	1230	2060	540
	0.04'	I or II	625	1145	2060	590
	0.00'	I or II	750	975	2060	650
	0.00'	III	565	1230	2060	650
5-day	0.08'	I or II	655	1100	2060	540
	0.08'	III	565	1230	2060	540
4-day	0.08'	I or II	750	975	2060	540
	0.08'	III	655	1100	2060	540
3-day	0.12'	I or II	750	975	2060	500
	0.12'	III	655	1100	2060	500

Gradation for fine aggregates shall be per Sec. 9 -03.1(2)B of the Standard Specifications.

Aggregate weights are based upon bulk specific gravities of 2.67. The mix design may be adjusted by the Engineer as deemed necessary for different bulk specific gravities of aggregates.

Air-entrained concrete shall be used.

Generally concrete shall be compacted by means of a vibrating screed. Small or irregular areas require machine vibration where directed by the Engineer.

The type of vibrating screed which the Contractor proposes to use, whether roller or beam, shall be subject to approval by the Engineer. Upon request by the Engineer, a test section of pavement shall be placed for the purpose of demonstrating the capabilities of the screed to satisfactorily compact and strike off the concrete to the established grade and section.

Concrete shall be uniformly distributed between the forms and it shall then be compacted and screed to the level of the top of the forms by means of the vibrating screed. Supplemental compaction by hand spading or mechanical vibration of the concrete adjacent to the forms will be required if the concrete cannot otherwise be adequately compacted.

The vibrating screed shall be operated over the freshly placed concrete in successive passes only a sufficient number of times to obtain maximum compaction. Over-vibration of the concrete, resulting in an excess of mortar at the surface of the pavement, will not be permitted.

After the final passage of the vibrating screed, the surface of the concrete shall be at the established pavement grade and cross section and shall be sufficiently smooth as to require only a very moderate amount of hand finishing for smoothness to meet the approval of the Engineer.

Hand methods of compaction are restricted to alleys and confined areas as determined by the Engineer. The concrete shall be spread evenly with shovels and spaded along the forms with a perforated spade after which it shall be struck off with a metal shod tamping rod. The rod shall be cut to the exact crown of the roadway and be fitted with handles at each end and be of such depth or trussed to be rigid. The strike-off rod shall be operated with a combined tamping, crosswise and sawing action to produce a smooth surface free from depressions or inequalities. A small amount of mortar must be kept ahead of and extending substantially along the entire length of the rod. Excessive swinging of the rod will not be permitted.

The concrete shall be struck off again with a "second strike rod" operated in the same manner as the first rod and following not closer than 20 feet behind the first. The second strike rod may be eliminated on alley pavements having the "V" section of the center.

The second rod may also be eliminated on small pours of pavement of substandard width, unless use of the rod is required by the Engineer.

### **Section 5-05.3(2); Consistency** (\*\*\*\*\*)

This section is supplemented with the following:

The consistency of the concrete shall be evaluated by one of the following test methods: Method of Test for Slump of Portland Cement Concrete, ASTM Designation C 143, WSDOT Test Method No. 804A or the Method of Test for Ball Penetration in Portland Cement Concrete, ASTM Designation C 360.

The slump of the concrete when placed by machine methods shall not exceed 2 inches. When hand methods are used, the slump shall not exceed 3-1/2 inches.

A set of four (4) compressive strength test cylinders shall be taken during concrete placement in accordance with ASTM C31. Test cylinders are to be properly stored with one cylinder tested at 7-days and two cylinders tested at 28-days to ensure the concrete meets the specified compressive strength. The fourth cylinder shall be a spare cylinder to be tested if the average of the average compressive strength of the two cylinders tested at 28-days is less than 4,000 psi.

### **Section 5-05.3(6); Surface Preparation** (\*\*\*\*\*)

This section is supplemented with the following:

After the forms have been securely set to grade and alignment, the subgrade between the forms shall be brought to true cross section by dragging a subgrade template as many times as may be necessary to secure a true subgrade.

Where thickened edges for pavements are required, such as shown on the standard plans, the subgrade shall be excavated and shaped to provide for the section shown.

Wherever possible, vehicles shall be kept off the finished subgrade. If vehicles must travel on the subgrade ahead of the paving, a power drag shall be carried immediately ahead of placing the concrete. Irregularities in the subgrade caused by trucks during the placement of concrete shall be smoothed out and compacted immediately ahead of placing the concrete.

No concrete shall be placed until the subgrade is approved by the Engineer. Then subgrade is completed and approved shall be maintained by the Contractor at an optimum moisture content by wetting with water until the concrete is actually placed.

**Section 5-05.3(7); Placing, Spreading, and Compacting Concrete**

(\*\*\*\*\*)

This section is supplemented with the following:

The concrete shall be placed upon the prepared subgrade between the forms to the required depth and cross section in a continuous operation between construction or expansion joints.

The concrete shall be thoroughly consolidated against and along all forms or adjoining pavements by such means as will prevent gravel pockets along the edges of the finished pavement. Any gravel pockets found after removing the forms shall be repaired.

When integral curb is being constructed with the pavement, fresh concrete for the integral curb shall be placed at such time as will enable the top section of the curb to be consolidated, finished, and bonded to the pavement slab while the concrete is plastic.

Where curb is not being placed integral with the pavement slab, reinforcing steel dowels shall be placed in the base section for the curb per the standard drawing.

Prior to placing concrete around manholes, catch basins, gate chambers, etc., a temporary cover fitting below the rim of the ring casting shall be provided to prevent the concrete from flowing into them.

**Section 5-05.3(7)B; Stationary Side Form Construction**

(\*\*\*\*\*)

Paragraph 1 is replaced with the following:

Side form sections shall be straight, free from warps, bends, indentations or other defects. Defective forms shall be removed from the work. Forms may be of wood, metal, or any other material at the option of the Contractor, provided the forms are constructed to result in the specified thickness, cross section, grade, and alignment as shown in the plans.

(\*\*\*\*\*)

Section 5-05.3(7)B is supplemented with the following:

Forms shall be adequately supported to prevent deflection or movement and to result in concrete conforming with the plans and specifications. The top of the form shall not vertically deviate more than 1/8 inch in 10 feet and the alignment of forms shall be within 1/4 inch in 10 feet.

When forms are removed before the expiration of the curing period, the edges of the concrete shall be protected with moist earth or sprayed with curing compound.

**Section 5-05.3(8)A; Contraction Joints**

(\*\*\*\*\*)

This section is supplemented with the following:

Generally, contraction joints shall be constructed using pre-molded asphalt-impregnated felt or paper conforming to Sec. 9.04.1(1).

Pre-molded joint filler shall be 1/4 pavement depth for all thicknesses of pavement unless specified elsewhere in the construction plans.

Contraction joints may be sawed pending approval by the Engineer. Sawn contraction joints shall be minimum 1/4 pavement depth for all thicknesses of pavement unless specified elsewhere in the construction plans.

**Section 5-05.3(9); Expansion Joints**

(\*\*\*\*\*)

Add this section is with the following:

Expansion joints shall be installed at locations shown on the construction plans or where directed by the Engineer. Joint material shall be pre-molded, bituminous material conforming to AASHTO designation 213, 3/4 inch thickness. Joints shall extend full width of the pavement from one inch below the subgrade to flush with the finished pavement.

The filler material shall be held accurately in place during the placing and finishing of the concrete by a bulkhead, a holder, a metal cap or any other approved method. The joint must be at right angles to the paved surface and the holder must be in place long enough to prevent sagging of the material.

Expansion joints shall extend continuously through all curbs. Special care shall be taken to preserve alignment perpendicular to the pavement in the curb section.

Payment for joint material and placement shall be considered incidental to the bid items for "Replace Cement Concrete Pavement" or "Cement Concrete Pavement"

**Section 5-05.3(11); Finishing**

(\*\*\*\*\*)

The third paragraph is amended as follows:

After edging, the pavement shall be given a uniform gritty texture by brushing the pavement transversely with a fiber or wire brush of a type approved by the Engineer.

**Curing 5-05.3(13)**

**Section 5-05.3(13)A; Curing Compound**

(\*\*\*\*\*)

This section is supplemented with the following:

White pigmentation curing compound is NOT ALLOWED. Clear curing compound shall be used.

Prior to beginning of each day's pour, the Contractor shall provide the Engineer with calculations showing that Contractor has enough curing compound on site to provide the minimum coverage of one gallon to not more than 150 square feet.

**Section 5-05.3(13)B; White Polyethylene Sheeting**

(\*\*\*\*\*)

This section is supplemented with the following:

White polyethylene sheeting shall not be allowed as a curing method but may be used to protect the finished surface from the weather.

**Section 5-05.4; Measurement**

(\*\*\*\*\*)

This section is replaced with the following:

Measurements for “ Cement Concrete Pavement w/ Structural Anchors” are computed per cubic yard complete in-place.

**Section 5-05.5; Payment**

(\*\*\*\*\*)

This section is replaced with the following:

Payment for “ Cement Concrete Pavement w/ Structural Anchors” shall be at the unit contract price per cubic yard complete in place. The unit contract price shall be full compensation for furnishing all labor, tools, equipment, materials, construction, testing, curing, and protecting the cement concrete pavement, alley returns and driveways.

Construction of thickened edges and placing of longitudinal and transverse construction joints shall be considered incidental to the cement concrete pavement and no additional payment shall be made.

Reinforcing steel shown on the standard plans and required for the construction of pavement shall be considered as incidental to the construction and all costs thereof shall be included in other items of work and no further payment will be allowed.



**DIVISION 7**  
**DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER  
MAINS, AND CONDUITS**

**7-01 DRAINS**

**7-01.4 measurement**

(\*\*\*\*\*)

Section 7-01.4 is supplemented with the following:

Gravel backfill for drains will be measured per ton placed within the neatline limits of Structure excavation Class B per Plans.

**7-01.5 Payment**

(\*\*\*\*\*)

Section 7-01.5 is supplemented with the following:

Payment for "Gravel Backfill for Drains" shall be per ton at unit price included in the Proposal. The unit contract price shall include all costs for obtaining the materials, hauling the materials to the site, stockpiling, spreading, grading, shaping, compacting and all other incidentals, complete, in place.

**7-04 STORM SEWERS**

**7-04.2 Materials**

(\*\*\*\*\*)

Section 7-04.2 is revised as follows:

Materials allowed for this project will include:

- Corrugated Polyethylene Storm Sewer Pipe 9-05.20

All corrugated polyethylene storm sewer pipe shall be rubber gasketed bell and spigot conforming to ASTM F477. Pipe and joints shall be water tight and air testable meeting the requirements of ASTM D3212.

Pipe Zone Bedding and imported trench backfill shall be Gravel Backfill for Drains, CSTC, native material, and Select Borrow meeting the requirements of 9-03.9(3) of the Standard Specifications and Plans.

**7-04.3 Construction Requirements**

(\*\*\*\*\*)

Section 7-04.3 is supplemented with the following:

Drawings and profiles are for the assistance and guidance of the Contractor; exact distances and levels will be governed by existing ground conditions and locale of all utilities. Contractor shall be responsible for verifying location of existing utilities. See also RCW 19.122 and 1-07.17 of the Standard Specifications and herein.

Where approved by the Contracting Agency or in Plans, native backfill material may be used when backfilling outside of paved areas. Reuse of native backfill material shall be considered included in linear foot cost for the pipe or structure installed and no additional payment will be made.

Material excavated for installation of pipeline shall be stockpiled for use as trench backfill within the limits as shown on the drawings, and as indicated by the Engineer. Where insufficient native material is available for pipe backfill, the Contractor shall use Gravel Borrow from an approved source.

**7-04.3(1) Cleaning and Testing**  
(\*\*\*\*\*)

Supplement this section with the following:

Testing and Television Inspection shall be performed subsequent to installation of trench backfill material and prior to final surfacing.

**Deflection Test for Thermoplastic Pipe**

The requirements of Section 7-17.3(2)G shall not apply to storm sewers.

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

Delete this entire section and replace with the following:

No Exfiltration leakage tests will be required.

**7-04.3(1)C Infiltration Test – Storm Sewers**  
(\*\*\*\*\*)

Delete this entire section and replace with the following:

No Low-pressure air test for storm sewers will be required.

**7-04.4 Measurement**  
(\*\*\*\*\*)

Section 7-05.5 is supplemented with the following:

Delete the second sentence of paragraph one of Section 7-04.4 which begins “The number of linear...” and replace with the following:

The number of linear feet will be measured along the pipe invert from the center of drainage structure to the center of drainage structure or from the center of drainage structure to the end of pipe, as is appropriate.

**7-04.5 Payment**  
(\*\*\*\*\*)

Section 7-04.5 is supplemented with the following:

Payment will be made in accordance with Section 1-04.1 for the following bid items when included in the Proposal:

“Corrugated Polyethylene Storm Sewer Pipe, 12-inch Diam.”, per linear foot“

All costs associated with, furnishing, installing, testing, television inspection, cleaning, construction geotextile for separation, connecting the pipe to the new storm sewer catch basin or curb inlet, adjustment of inverts to structures, and backfilling will be included in payment, at the unit Contract price per linear foot, for the affected pipe pay item.

If unsuitable foundation is encountered, it shall be removed and replaced per the provisions of Section 2-03.3(14)E.

Trench backfill for pipes will be measured and paid for under the unit bid price for “Crushed Surfacing Top Course”

If Plans specify the use of Gravel Backfill for Drains for pipe zone bedding, material will be measured and paid for under the unit bid price for “Gravel Backfill for Drains.”

No payment will be made under the “Crushed Surfacing Top Course” bid item when over-excavation is performed in lieu of shoring, per the requirements of section 2-09 of the Standard Specifications and herein.

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

### **7-05.2 Materials**

(\*\*\*\*\*)

Section 7-05.2 is supplemented with the following:

This work shall also include the construction of the “Flow Control Dispersal Trench” and the “Flow Control Structure” as specified and shown on the drawings.

Drainage structures shall be constructed in conformance with the following Standard Plans and Specifications:

<b>Structure Type</b>	<b>Standard Plan</b>
Flow Control Dispersal Trench w/ Catch Basin, Type 1 & 6-inch Perforated PVC	As detailed on the drawings
Flow Control Structure	As detailed on the drawings

### **7-05.3 Construction Requirements**

(\*\*\*\*\*)

Section 7-05.3 is supplemented with the following:

It shall be the Contractor’s responsibility to provide erosion control Best Management Practices as necessary during project construction in accordance with Standard Specification Section 8-01 as part of these bid items.

It shall be the Contractor’s responsibility to provide de-watering as necessary during installation in accordance with Special Provisions Section 7-08.3 Dewatering as part of these bid items in 7-05 Standard Specifications and Special Provisions.

### **7-05.5 Payment**

(\*\*\*\*\*)

Section 7-05.5 is supplemented with the following:

“Flow Control Dispersal Trench”, per lump sum.

“Flow Control Structure”, per each.

The unit contract price for “Flow Control Dispersal Trench ” shall include full pay for all costs associated with furnishing and installing the catch basin, Type 1 and 6-inch perforated pipe.

The unit contract price for “Flow Control Structure” shall include full pay for all costs associated with furnishing and installing the 54-inch storm drain manhole and all appurtenances as shown on the drawings.

The unit contract price per each for the drainage structures of the type and size specified shall be full pay for all cost associated with furnishing and installing the completed installation. Installation shall include excavation, furnishing and placing construction geotextile for

separation, furnishing and placing of all accessories such as cast iron rings, covers, steps and hardware, connections to new and existing facilities, foundation preparation, backfill and compaction, cement concrete flotation slab, cleaning, and all other items essential for the completion of the installation as specified. No separate payment will be made for imported bedding or adjustments required for new catch basins and grates.

## **7-08 GENERAL PIPE INSTALLATION REQUIREMENTS**

### **7-08.2 Materials**

(\*\*\*\*\*)

Section 7-08.2 is supplemented with the following:

Where approved by the Engineer, and indicated on the drawings, native backfill material meeting the requirements of Section 9-03.15, Native Material for Trench Backfill, may be used above the mid-point of the pipe when backfilling outside of paved areas. Reuse of native backfill material shall be considered incidental to the linear foot cost for the pipe or structure installed and no additional payment will be made.

If insufficient native material from pipe excavation is not available for trench backfill outside of roadway areas, the use of import material meeting the requirements of Section 9-03.19, Bank Run Gravel for Trench Backfill, may be used above the mid-point of the pipe when backfilling outside of paved areas. Use of import material shall be allowed with prior approval of the Engineer and shall be used after the availability of native material for backfill has been exhausted.

In areas above the pipe at locations where landscaping vegetation will be installed, the top 12" material backfill material shall be topsoil amended with compost.

### **7-08.3 Construction Requirements**

(\*\*\*\*\*)

Section 7-08.3 is supplemented with the following:

#### **Dewatering**

The Contractor may encounter groundwater in trench excavation depending on trench depth. The Contractor shall keep the excavated trench free of water during pipe installation, including to additional depth as may be required to furnish and place foundation materials and replace unsuitable foundation.

The Contractor shall backfill all excavations at the end of the working day to prevent groundwater from entering trenches left open overnight.

When groundwater is encountered, the Contractor shall assess the situation and develop a plan to accommodate dewatering. The Contractor shall follow the groundwater dewatering control Plan provided in these documents. All costs related to trench dewatering and excavation control plan shall be included in the related items of work. The basic trench dewatering engineered sump system at a minimum shall be installed within a drainage layer at the bottom of the trench to control incidental water, water flowing in the existing trench, groundwater seepage, and surface water inflow. At a minimum depth, the sump shall be operated within a 12-inch-thick, free draining, crushed-rock drainage layer and non-woven geotextile fabric placed on the subgrade of the excavation. Incidental water should be maintained within the lower half of the drainage layer and not be allowed to pond above the crushed rock layer surface.

The Contractor shall treat discharges from portable pumps to prevent downstream transport of sediment. It shall be the Contractor's sole responsibility to discharge groundwater per the County's Erosion Control requirements.

For the purposes of bidding, the Contractor shall assume basic trench dewatering will be required. This shall include dewatering with portable pumps. All costs for pumping, piping, settling, installing free draining rock, non-woven geotextile, and discharging of trench groundwater shall be considered incidental to the work for groundwater control pumping of up to 250 gpm. If conditions are such that additional pumps are required to remove water in excess of 250 gpm, the Contractor shall use the number and size of additional pumps, as required, to maintain a water-free trench

If pumping in excess of 250 gpm is required, or if advanced dewatering methods become necessary, such as well points or deep wells, a change order will be negotiated to provide compensation to the Contractor per 1-04.4 of the Standard Specifications.

The advanced dewatering engineered system shall include the minimum parts; mobilization of well drilling equipment, installation of dewatering wells, new observation well very near the deep excavation, and collection and treatment of the water. The Contractor shall provide notice to the Engineer if excavation cannot proceed because of site conditions and a basic trench dewatering sump system will not work. The Contractor will be required to submit a design of a dewatering well system and will be submitted to the County for approval. This shall be design and stamped by a licensed professional engineer. The water generated by the dewatering wells should be pumped into temporary storage tank(s), such as Baker tanks or Rain for Rent tanks, to allow the fine-grained sediment to settle out of suspension, prior to disposal. The disposal of treated water will then be allowed to be discharged to a nearby stormwater system downstream. Daily turbidity tests will be required and within levels allowed per County's Erosion Control requirements.

**7-08.3(1)B Shoring**  
(\*\*\*\*\*)

Section 7-08.3(1)B is supplemented with the following:

The Contractor shall provide trench safety system(s) as required and in accordance with the Plans, Standard Specifications Sections 1-07 and 7-08 and 1-07, the Revised Code of Washington Chapter 39.04.180, 49.17, and the Washington Administrative Code, Chapter 296-155, Part N, and all referenced or otherwise applicable safety requirements.

The Contractor is responsible to notify the Washington Department of Labor and Industries, (360) 696-6317, one day prior to any trench excavation expected to exceed four feet in depth.

The costs of the Bid item "Shoring or Extra Excavation Class B" shall not be considered as incidental to any other contract item. A "zero" or unrealistic bid will be grounds to consider the entire bid as unresponsive.

**7-08.3(2)B Pipe Laying, General**  
(\*\*\*\*\*)

The third paragraph of section 7-08.3(2)B is replaced with the following:

Pipe shall be laid to a true line and grade at the invert of the pipe and the Contractor shall exercise care in matching pipe joints for concentricity and compatibility. In no case shall two pipes be joined together with ends having the maximum manufacturer's tolerance. The invert line may vary from the true line and grade provided such variance does not exceed the following requirements:

No flat or adverse grades are created.

Invert elevations at junctions (manholes, catch basins, clean-outs) are within 0.03 feet of plan elevations.

No bellies of greater than 0.03 feet in depth are created in the line between joints. Checking of the invert elevation of the pipe may be made by calculations from measurements on the top of the pipe.

**7-08.3(2)G Jointing of Dissimilar Pipe**

(\*\*\*\*\*)

This section is supplemented with the following:

New pipe shall be connected to existing with a concrete collar per the drawing details.

**7-08.4 Measurement**

(\*\*\*\*\*)

Section 7-08.4 is supplemented with the following:

Measurement for the Bid Item “Crushed Surfacing Top Course for Trench Backfill” shall be measured by the Ton compacted in place, per the dimensions on the drawings.

**7-08.5 Payment**

(\*\*\*\*\*)

Section 7-08.5 is revised with the following:

“Shoring or Extra Excavation Class B”, per Lump Sum.

“Crushed Surfacing Top Course for Trench Backfill” shall be paid for under the unit bid price for “Crushed Surfacing Top Course.

**DIVISION 8**  
**MISCELLANEOUS CONSTRUCTION**

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

**8-01.1 Description**

(\*\*\*\*\*)

Section 8-01.1 is supplemented with the following:

Erosion Control: This Work consists of furnishing, installing, maintaining, removing and disposing of water pollution and erosion control items in accordance with these Special Provisions and the contract drawings. This item also includes maintenance of all erosion control and water pollution control measures as shown on the drawings, as well as those measures not indicated but required to assure sediment is maintained on site and not transmitted to new or existing storm water systems and facilities, including but not limited to street cleaning and inlet protection. The contractor shall take all necessary precautions and utilize the Department of Ecology's (DOE) best management practices to prevent sediment and fugitive dust from construction activities from entering into stormwater systems, natural waterways, or environmentally sensitive areas and from otherwise being carried away from the construction area by stormwater or air.

Stormwater Pollution Prevention Plan (SWPPP): Contractor(s) shall comply with the erosion control requirements of the Owner and Washington State Department of Ecology (Ecology). Contractor is responsible for maintaining and updating a Stormwater Pollution Prevention Plan per Ecology requirements.

**8-01.3 Construction Requirements**

**8-01.3(1) General**

**8-01.3(1)A Submittals**

(\*\*\*\*\*)

Section 8-01.3(1)A is supplemented with the following:

The Contractor shall be required to prepare, maintain and update the erosion control plan, as may be required during the course of the Project. The erosion control details included are provided solely for the establishment of basic erosion control measures and are not intended to be a complete plan.

Prior to beginning any concrete work, the Contractor shall submit a plan, for the Engineer's review and approval, outlining the procedures to be used to prevent high pH stormwater or dewatering water from entering surface waters. The plan shall include how the pH of the water will be maintained between pH 6.5 and pH 8.5 prior to being discharged from the project or entering surface waters.

**8-01.4 Measurement**

(\*\*\*\*\*)

Section 8-01.4 is modified with the following:

No specific unit of measure will apply to the Bid Item "Erosion/Water Pollution Control."

**8-01.5 Payment**  
(\*\*\*\*\*)

Section 8-01.5 is modified with the following:

“Erosion /Water Pollution Control”, per lump sum.

The lump sum contract price for “Erosion /Water Pollution Control” shall include all costs for preparing and implementing an erosion control plan and SWPPP; inspecting, documenting, testing and notification as required and all temporary erosion control as stated herein and as further indicated on the drawings that is not otherwise paid under separate contract times in the proposal.

**8-02 ROADSIDE RESTORATION**

**8-02.1 Description**  
(\*\*\*\*\*)

Section 8-02.1 is supplemented with the following:

Roadside Restoration shall include areas which have been cleared and grubbed, excavated or disturbed for the construction of wetland terraces, ditches or other project related items. Work shall include providing and installing a seed mix per specifications on drawings.

**8-02.2 Materials**  
(\*\*\*\*\*)

Section 8-02.2 is supplemented with the following:

Topsoil shall be per Specification Section 9-14.2

The seed mixture shall have the following composition, proportion and quality:

**Alternative 1 Seed Mixture Typical Western Washington**

Kind and Variety of Seed in Mixture	Percent by Weight	Minimum Percent of Pure Seed	Minimum Percent of Germination
Colonial Bent Grass (Highland or Astoria)	10%	9.8%	85%
Creeping Red Fescus (Illahee Rainier or Pennlawn)	40%	39.2%	90%
Perennial Rye Grass	30%	29.4%	90%
White Clover (Pre-inoculated)	20%	19.6%	90%
Maximum Percentage of Weed Seed	1.0%		
Maximum Inert and Other Crops	1.0%		

The seed shall be applied at a minimum rate of 120 pounds per acre.

**8-02.3 Construction**  
(\*\*\*\*\*)

Section 8-02.3 is supplemented with the following:

Roadside restoration bid item shall include areas which have been cleared and grubbed, excavated or disturbed for the construction of the access road or asphalt training area or other project related items. Work shall include providing and installing a blended mixture of soil with compost and seeding. Soil for Roadside Restoration shall be per the drawings.

Seeding shall be installed per WSDOT standard specification section 8-02.3(9). Fertilizer and mulch are not to be installed as a part of this project.



**8-02.4 Measurement**  
(\*\*\*\*\*)

Section 8-02.4 is modified with the following:

No specific unit of measure will apply to “Seeding and Topsoil.”

**8-02.5 Payment**  
(\*\*\*\*\*)

Section 8-02.5 is supplemented with the following:

Roadside Restoration shall be considered incidental to the project and include furnishing and placing topsoil and compost in accordance with details shown in the drawings and these specifications or as directed by the Engineer. This also includes the complete operation of applying the seed, mulch and fertilizer and the subsequent maintaining, mowing and watering of the material until the grass reaches a healthy state of growth which is sustainable without further care. Water provided, as needed, to install and establish seed shall be included in the contract price for “Seeding and Topsoil”.

“Seeding”, per acre.

The lump sum unit contract price for “Seeding and Topsoil” shall be full pay for all costs necessary to prepare the area, apply seed, erect barriers, control weeds, and establish lawn areas and for furnishing all labor, tools, equipment, and materials necessary to complete the Work as specified herein and shown on the drawings.

**8-12 Chain Link Fence and Wire Fence**

**8-12.1 Description**  
(\*\*\*\*\*)

Section 8-12.1 is supplemented with the following:

Chain Link Fence shall be Type 3 per WSDOT Standard Plan L-20.10 and installed around the site as indicated on the drawings.

**DIVISION 9  
MATERIALS**

**9-14 EROSION CONTROL AND ROADSIDE PLANTING**

**9-14.2(1) Topsoil Type A**  
(\*\*\*\*\*)

Section 9-14.2(1) is supplemented with the following:

Topsoil Type A shall be as follows:

- Topsoil Textural Classification:

Textural Class	Average %	% of Total Weight
Sand (0.05-2.0 mm dia.)	60	45-75
Silt (0.002-0.05 mm dia.)	25	15-35
Clay (less than 0.002 mm dia.)	15	05-20

pH Range: Shall be between 5.5 and 7, organic material content at levels between 2-6%;

Stone Free Size: Shall be free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth.

Organic Content: Shall be organic material content at levels between 2-6%.