August 29, 2008

ATTENTION: ALL BIDDERS AND PLAN HOLDERS

RE: E 3307 – 2008 Crushing and Stockpiling Project, Summitview Quarry

ADDENDUM NO. 1

You are hereby notified that the plans and specifications for the above referenced project are amended as explained below.

The attached Amendments to the Standard Specifications are to be incorporated into the Contract Specifications. These Amendments were inadvertently omitted from some of the sets of Plans sold.

All bidders shall be required to furnish the County Engineer with evidence of the receipt of this Addendum. This Addendum shall be incorporated in and made a part of the contract when awarded and formally executed.

Gary Ekstedt, P.E.
County Engineer
AMENDMENTS TO THE STANDARD SPECIFICATIONS

MP 3307-2008 CRUSHING AND STOCKPILING
PROJECT (SUMMITVIEW QUARRY)

YAKIMA COUNTY, WASHINGTON

INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2008 Standard Specifications for Road, Bridge, and Municipal Construction.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

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

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

SECTION 1-03, AWARD AND EXECUTION OF CONTRACT
April 7, 2008

1-03.1 Consideration of Bids
This section is supplemented with the following new sub-section.

1-03.1(1) Tied Bids
After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be determined by drawing as described in this Section. Two or more slips of paper will be marked as follows: one marked “Winner” and the other(s) marked “unsuccessful”. The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked “Winner” will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders that submitted a Bid total that is exactly equal to the lowest responsive Bid are eligible to draw.

SECTION 1-04, SCOPE OF THE WORK
April 7, 2008

1-04.4(1) Minor Changes
The first sentence in the first paragraph is revised to read:

Payments or credits for changes amounting to $15,000 or less may be made under the bid item "Minor Change."
1-04.5 Procedure and Protest by the Contractor
In the second paragraph, number 2, the reference to 7 calendar days is revised to 14 calendar days.

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

The determination will be provided within 14-calendar days after receipt of the Contractor’s supplemental written statement (including any additional information requested by the Project Engineer to support a continuing protest) described in item 2 above.

SECTION 1-05, CONTROL OF WORK
April 7, 2008

1-05.1 Authority of the Engineer
The fourth paragraph is revised to read:

At the Contractor’s risk, the Project Engineer may suspend all or part of the Work according to Section 1-08.6.

1-05.12 Final Acceptance
The second paragraph is revised to read:

The Contractor agrees that neither completion nor final acceptance shall relieve the Contractor of the responsibility to indemnify, defend, and protect the Contracting Agency against any claim or loss resulting from the failure of the Contractor (or the subcontractors or lower tier subcontractors) to pay all laborers, mechanics, subcontractors, materialpersons, or any other person who provides labor, supplies, or provisions for carrying out the Work or for any payments required for unemployment compensation under Title 50 RCW or for industrial insurance and medical aid required under Title 51 RCW.

SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC
August 4, 2008

1-07.2(2) State Sales Tax: Work on State-Owned or Private Land
The following new paragraph is inserted in front of the first paragraph:

State Department of Revenue Rule 170 and its related rules apply for this section.

1-07.9(1) General
The following new paragraph is inserted to follow the sixth paragraph:

The Contractor shall ensure that any firm (Supplier, Manufacturer, or Fabricator) that falls under the provisions of RCW 39.12 because of the definition “Contractor” in WAC 296-127-010, complies with all the requirements of RCW 39.12.

1-07.15(1) Spill Prevention, Control and Countermeasures Plan
This section is revised to read:
The Contractor shall prepare a project-specific spill prevention, control, and countermeasures plan (SPCC Plan) that will be used for the duration of the project. The Contractor shall submit the plan to the Project Engineer no later than the date of the preconstruction conference. No on-site construction activities may commence until WSDOT accepts an SPCC Plan for the project.

The term “hazardous materials”, as used in this Specification, is defined in Chapter 447 of the WSDOT Environmental Procedures Manual (M31-11). Occupational safety and health requirements that may pertain to SPCC Plan implementation are contained in but not limited to WAC 296-824 and WAC 296-843.

**Implementation Requirements**

The SPCC Plan shall be updated by the Contractor throughout project construction so that the written plan reflects actual site conditions and practices. The Contractor shall update the SPCC Plan at least annually and maintain a copy of the updated SPCC Plan on the project site. All project employees shall be trained in spill prevention and containment, and shall know where the SPCC Plan and spill response kits are located and have immediate access to them.

If hazardous materials are encountered or spilled during construction, the Contractor shall do everything possible to control and contain the material until appropriate measures can be taken. The Contractor shall supply and maintain spill response kits of appropriate size within close proximity to hazardous materials and equipment.

The Contractor shall implement the spill prevention measures identified in the SPCC Plan before performing any of the following:

1. Placing materials or equipment in staging or storage areas.
2. Refueling, washing, or maintaining equipment.

**SPCC Plan Element Requirements**

The SPCC Plan shall set forth the following information in the following order:

1. **Responsible Personnel**
   Identify the name(s), title(s), and contact information for the personnel responsible for implementing and updating the plan, including all spill responders.

2. **Spill Reporting**
   List the names and telephone numbers of the federal, State, and local agencies the Contractor shall notify in the event of a spill.

3. **Project and Site Information**
   Describe the following items:
   
   A. The project Work.
   
   B. The site location and boundaries.
C. The drainage pathways from the site.

D. Nearby waterways and sensitive areas and their distances from the site.

4. Potential Spill Sources
Describe each of the following for all potentially hazardous materials brought or generated on-site (including materials used for equipment operation, refueling, maintenance, or cleaning):

A. Name of material and its intended use.

B. Estimated maximum amount on-site at any one time.

C. Location(s) (including any equipment used below the ordinary high water line) where the material will be staged, used, and stored and the distance(s) from nearby waterways and sensitive areas.

D. Decontamination location and procedure for equipment that comes into contact with the material.

E. Disposal procedures.

5. Pre-Existing Contamination
Describe any pre-existing contamination and contaminant sources (such as buried pipes or tanks) in the project area that are described in the Contract documents. Identify equipment and work practices that will be used to prevent the release of contamination.

6. Spill Prevention and Response Training
Describe how and when all personnel (including refueling contractors and Subcontractors) will be trained in spill prevention, containment and response in accordance with the Plan. Describe how and when all spill responders will be trained in accordance with WAC 296-824.

7. Spill Prevention
Describe the following items:

A. Spill response kit contents and location(s).

B. Security measures for potential spill sources.

C. Secondary containment practices and structures for hazardous materials.

D. Methods used to prevent stormwater from contacting hazardous materials.

E. Site inspection procedures and frequency.
F. Equipment and structure maintenance practices.

G. Daily inspection and cleanup procedures that ensure all equipment used below the ordinary high water line is free of all external petroleum based products.

H. Refueling procedures for equipment that cannot be moved from below the ordinary high water line.

8. Spill Response
   Outline the response procedures the Contractor will follow for each scenario listed below. Include a description of the actions the Contractor shall take and the specific, on-site, spill response equipment that shall be used to assess the spill, secure the area, contain and eliminate the spill source, and clean up and dispose of spilled and contaminated material.

   A. A spill of each type of hazardous material at each location identified in 4, above.

   B. Stormwater that has come into contact with hazardous materials.

   C. A release or spill of any pre-existing contamination and contaminant source described in 5, above.

   D. A release or spill of any unknown pre-existing contamination and contaminant sources (such as buried pipes or tanks) encountered during project Work.

   E. A spill occurring during Work with equipment used below the ordinary high water line.

If the Contractor will use a Subcontractor for spill response, provide contact information for the Subcontractor under item 1 (above), identify when the Subcontractor will be used, and describe actions the Contractor shall take while waiting for the Subcontractor to respond.

9. Project Site Map
   Provide a map showing the following items:

   A. Site location and boundaries.

   B. Site access roads.

   C. Drainage pathways from the site.

   D. Nearby waterways and sensitive areas.

   E. Hazardous materials, equipment, and decontamination areas identified in 4, above.

   F. Pre-existing contamination or contaminant sources described in 5, above.
G. Spill prevention and response equipment described in 7 and 8, above.

10. Spill Report Forms
    Provide a copy of the spill report form(s) that the Contractor will use in the event of a release or spill.

Payment
Payment will be made in accordance with Section 1-04.1 for the following Bid item when it is included in the Proposal:

“SPCC Plan”, lump sum.

When the written SPCC is accepted by WSDOT, the Contractor shall receive 50-percent of the lump sum Contract price for the plan.

The remaining 50-percent of the lump sum price will be paid after the materials and equipment called for in the plan are mobilized to the project.

The lump sum payment for “SPCC Plan” shall be full pay for:

1. All costs associated with creating the accepted SPCC Plan.

2. All costs associated with providing and maintaining the on-site spill prevention equipment described in the accepted SPCC Plan.

3. All costs associated with providing and maintaining the on-site standby spill response equipment and materials described in the accepted SPCC Plan.

4. All costs associated with implementing the spill prevention measures identified in the accepted SPCC Plan.

5. All costs associated with updating the SPCC Plan as required by this Specification.

As to other costs associated with releases or spills, the Contractor may request payment as provided for in the Contract. No payment shall be made if the release or spill was caused by or resulted from the Contractor’s operations, negligence, or omissions.

1-07.16(4) Archaeological and Historical Objects
This section is supplemented with the following new sub-section:

1-07.16(4)A Inadvertent Discovery of Human Skeletal Remains
If human skeletal remains are encountered by the Contractor, they shall not be further disturbed. The Contractor shall immediately notify the Engineer of any such finds, and shall cease all work adjacent to the discovery, in an area adequate to provide for the total security and protection of the integrity of the skeletal remains. The Engineer may require the Contractor to suspend Work in the vicinity of the discovery until final determinations and removal of the skeletal remains is completed.
If the Engineer finds that the suspension of Work in the vicinity of the discovery increases or
decreases the cost or time required for performance of any part of the Work under this Contract, the
Engineer will make an adjustment in payment or the time required for the performance of the Work
in accordance with Sections 1-04.4 and 1-08.8.

1-07.17(2) Utility Construction, Removal or Relocation by Others
The first sentence in the second paragraph is revised to read:

If the Contract provides notice that utility work (including furnishing, adjusting, relocating,
replacing, or constructing utilities) will be performed by others during the prosecution of the Work,
the Special Provisions will establish the utility owners anticipated completion.

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

When others delay the Work through late performance of utility work, the Contractor shall adhere to
the requirements of Section 1-04.5.

SECTION 1-08, PROSECUTION AND PROGRESS
August 4, 2008

1-08.1 Subcontracting
Item (2) in the first sentence of the seventh paragraph is revised to read:

(2) Delivery of these materials to the Work site in vehicles owned or operated by such plants or by
recognized independent or commercial hauling companies hired by those commercial plants.

1-08.3(2)A Type A Progress Schedule
This section is revised to read:

The Contractor shall submit five copies of a Type A Progress Schedule no later than 10 days after the
date the contract is executed, or some other mutually agreed upon submittal time. The schedule may
be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless
of which format used, the schedule shall identify the critical path. The Engineer will evaluate the
Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days
of receiving the submittal.

1-08.5 Time for Completion
The third sentence in the first paragraph is revised to read:

A nonworking day is defined as a Saturday, a Sunday, a whole or half day on which the Contract
specifically prohibits Work on the critical path of the Contractor's approved progress schedule, or
one of these holidays: January 1, the third Monday of January, the third Monday of February,
Memorial Day, July 4, Labor Day, November 11, Thanksgiving Day, the day after Thanksgiving, and
Christmas Day.
1-08.6 Suspension of Work
The first paragraph is revised to read:

The Engineer may order suspension of all or any part of the Work if:

1. Unsuitable weather that prevents satisfactory and timely performance of the Work; or
2. The Contractor does not comply with the Contract; or
3. It is in the public interest.

1-08.7 Maintenance During Suspension
The first sentence in the fourth paragraph is revised to read:

If the Engineer determines that the Contractor has pursued the Work diligently before the suspension, then the Contracting Agency will maintain the temporary Roadway (and bear its cost).

The fifth paragraph is revised to read:

The Contractor shall protect and maintain all other Work in areas not used by traffic. All costs associated with protecting and maintaining such Work shall be the responsibility of the Contractor, except those costs associated with implementing the TESC Plan according to Section 8-01.

The seventh paragraph is revised to read:

After any suspension, the Contractor shall resume all responsibilities the Contract assigns for the Work.

SECTION 1-09, MEASUREMENT AND PAYMENT
April 7, 2008

1-09.9 Payments
The first paragraph is supplemented with the following:

For items Bid as lump sum, the Contractor shall submit a breakdown of their lump sum price in sufficient detail for the Project Engineer to determine the value of the Work performed on a monthly basis. Lump sum breakdowns shall be provided to the Project Engineer no later than the date of the preconstruction meeting.

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

Unless otherwise provided in the payment clause of the applicable Specifications, partial payment for lump sum Bid items will be a percentage of the price in the Proposal based on the Project Engineer’s determination of the amount of Work performed, with consideration given to but not exclusively based on the Contractors lump sum breakdown.

The third paragraph is supplemented with the following:
The determination of payments under the contract will be final in accordance with Section 1-05.1.

1-09.9(1) Retainage
In the fourth paragraph, number 1, the reference to $20,000 is revised to read $35,000.

The determination of payments under the contract will be final in accordance with Section 1-05.1.

1-09.9(1) Retainage
In the fourth paragraph, number 1, the reference to $20,000 is revised to read $35,000.

SECTION 8-01, EROSION CONTROL AND WATER POLLUTION CONTROL
April 7, 2008

8-01.3(1) General
The ninth paragraph is revised to read:
If the Engineer, under Section 1-08.6, orders the Work suspended, the Contractor shall continue to control erosion, pollution, and runoff during the shutdown.

8-01.3(1)C Water Management
Item 2. “Process Water” is supplemented with the following new first paragraph:
High pH process water or wastewater (non-stormwater) that is generated on-site, including water generated during concrete grinding, rubblizing, washout, and hydrodemolition activities, shall not be discharged to waters of the state. Water may be infiltrated upon the approval of the Engineer. Off-site disposal of concrete process water shall be in accordance with Standard Specification 5-01.3(11).

8-01.3(6)D Wattle Check Dam
The reference to Section 8-01.3(10) is revised to Section 9-14.5(5).

8-01.3(12) Compost Sock
The last paragraph is deleted.

8-01.3(13) Temporary Curb
The first paragraph is revised to read:
Temporary curbs may consist of asphalt, concrete, sand bags, compost socks, wattles, or geotextile/plastic encased berms of sand or gravel, or as approved by the Engineer.