CONTRACT SPECIFICATIONS INDEX
(Yakima County, Washington)

FC 3416
W. Birchfield Rd. Demolition Project

Informational Bid Documents
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Prevailing Wage Rates
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Informational Bid Documents
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CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED DOCUMENTS, PLANS AND SPECIFICATIONS CONFORM TO ORIGINALS WHICH ARE ON FILE IN THE OFFICE OF THE COUNTY ENGINEER OF YAKIMA COUNTY, WASHINGTON.

GARY N. EKSTEDT, P.E.
COUNTY ENGINEER
INSTRUCTIONS TO BIDDERS

DELIVERY OF PROPOSALS

Sealed bids will be received at the following location before the specified time:

Office of County Engineer, of Yakima County, 4th Floor, Yakima County Courthouse, Yakima, Washington 98901 until 2:00 p.m. of the bid opening date.

Each proposal, or bid shall be completely sealed in a separate package, addressed to the Engineer of Yakima County with the name of the improvements for which the bid is submitted plainly written on the outside of the package.

No oral, telephonic, facsimile or telegraphic Bids or modifications shall be accepted.

DATE OF OPENING BIDS

The bid opening date for this project shall be November 23, 2011

The bids shall be publicly opened and read after 2:00 p.m. on that date at the following location:

Public Services Conference Room, Room 419, Yakima County Courthouse, 128 N. 2nd Street, Yakima, Washington 98901.

RIGHT TO REJECT BIDS:

The right is reserved to reject any and all proposals, to accept the proposal or proposals deemed best for the County or to advertise for new proposals when in the opinion of the Board the best interest of the County shall be promoted thereby.

PROPOSAL GUARANTY:

A certified check, cashier’s check, cash or bid bond made payable to the Treasurer of the County of Yakima for an amount equal to at least five percent (5%) of the total amount bid must accompany each bid as evidence of good faith and as a guarantee that if awarded the Contract the bidder shall execute the Contract and give Bond as required.

FORM FURNISHED:

Each bid must be made on the form attached to these Specifications.

Yakima County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it shall affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises shall be afforded full opportunity to submit bids in response to this invitation and shall not be discriminated against on the grounds of race, color or national origin in consideration for an award.

YAKIMA COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER
This certifies that the undersigned has examined the location of

**BUILDING DEMOLITION CONTRACT**
**FC 3416, W. Birchfield Rd. Demolition Project**

And that the Plans, Specifications and Contract governing the work embraced in this improvement, and the method by which payment will be made for said work, is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much as can be completed with the money available, in accordance with the said Plans, Specifications, and Contract, and the following schedule of rates and prices:

**NOTE:** Unit Prices for all items, all extensions, and total amount of bid shall be shown. Sales Tax shall be included in Unit Prices. No oral, telephonic, facsimile, or telegraphic Bids or modifications shall be considered or accepted.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Approx Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Item Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>REMOVAL OF STRUCTURES AND OBSTRUCTIONS</td>
<td>1</td>
<td>L.S.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>ASBESTOS INSPECTION</td>
<td>1</td>
<td>L.S.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>REMOVAL OF LIFT STATION</td>
<td>1</td>
<td>L.S.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>REMOVAL OF ASBESTOS CONCRETE PIPE</td>
<td>1,700</td>
<td>L.F.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>DISPOSAL OF INFLAMMABLE ASBESTOS CONC. PIPE.</td>
<td>1</td>
<td>F.A.</td>
<td>$ 5,000.00</td>
<td>$ 5,000.00</td>
</tr>
<tr>
<td>6</td>
<td>SPCC PLAN</td>
<td>1</td>
<td>L.S.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>MINOR CHANGES</td>
<td></td>
<td>F.A.</td>
<td>$ 5,000.00</td>
<td>$ 5,000.00</td>
</tr>
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**SUBTOTAL**  
**SALES TAX @ 7.9%**  
**TOTAL BID AMOUNT**
The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

Bidder acknowledges receipt of the following Addendums:

<table>
<thead>
<tr>
<th>No.</th>
<th>Date</th>
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<tbody>
<tr>
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The undersigned has telephoned the Office of the Yakima County Engineer for verification of the number of Addendums issued.

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Title:

Firm Name:

Address:

Phone No.:

Washington Registration No.:

Federal ID Tax No.:

UBI No.:

E-Mail:

Signed and sworn (or affirmed) before me on __________________________ Date

______________________________
NOTARY PUBLIC
My appointment expires__________________

(Seal and Stamp)

NOTE:(1) This proposal is not transferable and any alteration of the firm’s name entered hereon without prior permission from the County Engineer shall be cause for considering the proposal irregular and subsequent rejection of the bid.

(2) Please refer to Section 1-02.6 of the Standard Specifications, re: “Preparation of Proposal” or “Article 4” of the Instruction to Bidders for building construction jobs.

(3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communications FC 3416, W. Birchfield Rd. Demolition Project.
LETTER OF RESPONSIBILITY

Date: __________________
County Road Project No.: FC 3416

TO:
BOARD OF COUNTY COMMISSIONERS OF YAKIMA COUNTY, WASHINGTON
(Party awarding principal contract)

Dear Sirs:

I hereby maintain that I am a responsible bidder as contemplated by the policies of the State of Washington (Chapter 157, Laws of Washington of 1937).

a. My permanent place of business is ____________________________,
   which I have maintained for _________ years.

b. I have adequate plant equipment to do expeditiously and properly the work contemplated for Yakima County, Washington.

DESCRIPTION OF WORK:

DEMOLITION AND REMOVAL OF BUILDINGS AND OTHER CLEANUP WORK AT
3102 W. BIRCHFIELD RD. AND 1630 S. KAYS RD., YAKIMA, WASHINGTON.

____________

____________

I have the following equipment available for this work:

____________

____________

____________

c. I have adequate funds to promptly meet obligations incident to this work.
   Bank reference: ____________________________

____________

____________

d. I have had experience in this class of work, having constructed the following improvements.

I hereby certify that the above is a true and accurate statement.

Very truly yours,

_________________________
Contractor

NOTE: This sheet need not be submitted, unless so requested by the Engineer subsequent to opening of bid. This “letter of responsibility” shall not be construed to be a request for prequalification of bidder.
DEFINITION OF TERMS

In interpreting these specifications, the following definitions shall prevail:


SECRETARY OF TRANSPORTATION: Secretary of Transportation of the State of Washington.

BOARD: The Board of County Commissioners of Yakima County.

ENGINEER: County, or construction engineer, or his duly authorized assistants by whom all explanations and directions necessary for the satisfactory prosecution and completion of the work described in these specifications will be given.

CONTRACTOR: The person, firm, co-partnership, or corporation, or any lawful agent of such person, firm, partnership or corporation constituting one of the principals to the contract and undertaking to perform the work herein specified.

CONTRACT: The Agreement between the Contractor and the County of Yakima acting through the Board of County Commissioners. The contract shall include the accepted "Proposal", "Plans", "Specifications" and "Contract Bond", also any and all supplemental agreements which reasonably could be required to complete the construction of the work in a substantial and acceptable manner.

PROPOSAL: The written offer, or copy thereof of the bidder to perform the work proposed.

PLANS: The officially approved drawings, or reproductions thereof attached to this contract.

SPECIFICATIONS: The directions, provisions and requirements contained herein, together with all written agreements made, or to be made pertaining to the method and manner of performing the work, or to the quantities and qualities of materials to be furnished under the contract.

CONTRACT BOND: The approved form of security furnished by the Contractor and his surety as a guarantee of good faith on the part of the Contractor to execute the work in accordance with the terms of the contract.

LABORATORY: The laboratories of the Department of Transportation, or other laboratories designated by the engineer.

AMOUNT OF THE CONTRACT: For the purpose of awarding the contract and determining the amount of the bond, the lump sum bid, or the summation of the products of the approximate quantities shown on the plans or otherwise stated by the unit prices will be considered the total amount of the bid and the full amount of the contract price.
NON-COLLUSION DECLARATION

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

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report bid rigging activities call: 1-800-424-9071

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

The “hotline” is part of USDOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.
Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant’s responsibilities. The regulations were published as Part VII of the May 26, 1998 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

_________________________  __________________________
Signature                                      Date
CONTRACT

THIS AGREEMENT is made and entered into between Yakima County acting under and by virtue of Titles 36 and 39 RCW, hereinafter called the “COUNTY” and _______________, hereinafter called the “CONTRACTOR”.

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

I. The CONTRACTOR shall do all work and furnish all tools and equipment for FC 3416, W. BIRCHFIELD RD. DEMOLITION PROJECT, and shall perform any changes in the work in accordance with the Contract Documents, which include the Contract Form, Bidder’s completed Proposal Form, Scope of Work, Contract Plans, Contract Provisions, Standard Specifications, Standard Plans, Addenda, various certifications and affidavits, supplemental agreements, and any change orders.

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

III. The COUNTY hereby promises and agrees to pay the CONTRACTOR according to the conditions stated in the Contract Documents.

IV. The CONTRACTOR for itself, and for its heirs, executors, administrators, successors and assigns does hereby agree to the full performance of all the covenants herein contained upon the part of the CONTRACTOR.

V. It is further provided that no liability shall attach to the COUNTY by reason of entering into this Contract, except as expressly provided herein.

VI. The parties agree that, for the purpose of this agreement, the CONTRACTOR is an independent contractor and neither the CONTRACTOR nor any employee of the CONTRACTOR is an employee of the COUNTY. Neither the CONTRACTOR nor any employee of the CONTRACTOR is entitled to any benefits that the COUNTY provides its employees. The CONTRACTOR is solely responsible for payment of any statutory workers compensation or employer’s liability insurance as required by state law.

IN WITNESS WHEREOF, the CONTRACTOR has executed this instrument, on the date indicated below and Yakima County has caused this instrument to be executed in the name of said COUNTY by and through the Board of Yakima County Commissioners on the date indicated below.

CONTRACTOR:

Signed: _______________, 2011

________________________________________
Signature for Contractor

________________________________________
Print or Type Name of Person Signing

________________________________________
Title

Foregoing Contract approved and ratified

________________________________________, 20__

________________________________________
Surety

________________________________________
Attorney in fact

BOARD OF YAKIMA COUNTY COMMISSIONERS

Signed: _______________, 2011

Kevin J. Bouchey, Chairman

________________________________________
J. Rand Elliott, Commissioner

________________________________________
Michael D. Leita, Commissioner

ATTEST: Clerk of the Board

________________________________________
Tiera Girard

Approved as to form:

________________________________________
Deputy Prosecuting Attorney
KNOW ALL MEN BY THESE PRESENTS, That _______________ as PRINCIPAL,
and _______________, a corporation authorized to do business in the State of
Washington, as "SURETY", are jointly and severally held and bound unto Yakima County, Washington in the penal
sum $______________ Dollars ($______________) for the payment of
which by these presents we jointly and severally bind ourselves, our heirs, executors, administrators, assigns, and
successors.

THE CONDITION of this bond is such that WHEREAS, on ___________, 20_____, the PRINCIPAL
executed a certain Contract with the County, by the terms of which PRINCIPAL agreed to furnish all material and labor
and will undertake and complete the construction of for FC 3416, W. BIRCHFIELD RD. DEMOLITION
PROJECT according to the maps, plans and specifications made a part of said Contract, which Contract is attached
hereto and by this reference is incorporated herein and made a part hereof. FURTHER, the SURETY agrees to be
bound by the laws of the State of Washington and subjected to the jurisdiction of the State of Washington.

NOW, THEREFORE, if the PRINCIPAL shall faithfully perform all the provisions of such contract and pay
all laborers, mechanics, subcontractors and materialmen, and all persons who supply such persons or subcontractors
with provisions or supplies for the carrying on of such work, then this obligation to be void, otherwise to remain in full
force and effect.

Dated this ______ day of __________, 20_____.

PRINCIPAL  

By: ____________________________  

Title: ____________________________

SURETY  

By: ____________________________  

Attorney-in-Fact

Approved as to form:

Chair of the Board of  
Yakima County Commissioners

Date: ____________________________ 20_____

Deputy Prosecuting Attorney  

Name of Local Office of Agent

Address of Local Office Agent

BOND NUMBER

YAKIMA COUNTY CONTRACT NUMBER
Amendments to Standard Specifications
INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2010 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 1-01, DEFINITIONS AND TERMS
August 2, 2010

1-01.2(1) Associations and Miscellaneous
The abbreviation and definition “AREA American Railway Engineering Association” is replaced with the following:

AREMA American Railway Engineering and Maintenance Association

SECTION 1-02, BID PROCEDURES AND CONDITIONS
July 11, 2011

1-02.5 Proposal Forms
The first paragraph is revised to read:

At the request of a prequalified Bidder, the Contracting Agency will provide a physical Proposal Form for any project on which the Bidder is eligible to Bid. For certain projects selected at the sole discretion of the Contracting Agency, the Bidder may also be authorized to access an electronic Proposal Form for submittal via Trns-Port Expedite® software and BidExpress®.

1-02.6 Preparation of Proposal
The first paragraph is revised to read:

The Contracting Agency will accept only those Proposals properly executed on physical forms it provides, or electronic forms that the bidder has been authorized to access. Unless it approves in
writing, the Contracting Agency will not accept Proposals on forms attached to the Plans and
stamped “Informational”.

The second paragraph is revised to read:

All prices shall be in legible figures (not words) written in ink or typed, and expressed in U.S.
dollars and cents. The Proposal shall include:

1. A unit price for each item (omitting digits more than four places to the right of the
decimal point),

2. An extension for each unit price (omitting digits more than two places to the right of the
decimal point), and

3. The total Contract price (the sum of all extensions).

In the space provided on the signature sheet, the Bidder shall confirm that all Addenda have been
received.

The third paragraph is revised to read:

The Bidder shall submit with the Bid a completed Disadvantaged Business Enterprises (DBE)
Utilization Certification, when required by the Special Provisions. For each and every DBE firm
listed on the Bidder’s completed DBE Utilization Certification, the Bidder shall submit written
confirmation from that DBE firm that the DBE is in agreement with the DBE participation
commitment that the Bidder has made in the Bidders completed DBE Utilization Certification.
WSDOT Form 422-031 EF (DBE Written Confirmation Document) is available for this purpose.
Bidder must submit good faith effort documentation with the DBE Utilization Certification
ONLY In The Event the bidder’s efforts to solicit sufficient DBE participation have been
unsuccesful. Directions for delivery of the DBE Written Confirmation Documents and DBE
Good Faith Effort documentation are included in Section 1-02.9 Delivery of Proposal and Section
1-02.10 Withdrawing, Revising or Supplementing Proposal.

1-02.7 Bid Deposit
This section is revised to read:

A deposit of at least 5-percent of the total Bid shall accompany each Bid. This deposit may be
cash, certified check, cashier’s check, or a proposal bond (Surety bond). For projects that are
selected by the Contracting Agency to be bid electronically, the proposal bond may be in either a
physical format, or an electronic format via Surety2000.com or Insurevision.com and
BidExpress®. When a physical bid deposit or proposal bond is furnished to accompany an
electronic Proposal Form, the Bid deposit shall be received by the Contracting Agency at the
location specified for receipt of bids prior to the time set for receipt of Bids. Any proposal bond
shall be on a form acceptable to the Contracting Agency and shall be signed by the Bidder and the
Surety. A proposal bond shall not be conditioned in any way to modify the minimum 5-percent
required. The Surety shall: (I) be registered with the Washington State Insurance Commissioner,
and (2) appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.

The failure to furnish a Bid deposit of a minimum of 5-percent with the Bid or as a physical supplement to the electronic Proposal Form shall make the Bid nonresponsive and shall cause the Bid to be rejected by the Contracting Agency.

1-02.8(2) Lobbying Certification
The last paragraph is revised to read:

The Certification for Federal-Aid Contracts (Form DOT 272-040) may be reproduced from the Proposal form. The disclosure form is available from the Washington State Department of Transportation’s Contract Ad & Award Office, Transportation Building, Olympia, Washington 98504.

1-02.9 Delivery of Proposal
This section is revised to read:

For projects scheduled for bid opening in Olympia, each Proposal shall be sealed and submitted in the envelope provided with it, or electronically via Trns-Port Expedite® software and BidExpress® at the location and time identified in Section 1-02.12. The Bidder shall fill in all blanks on this envelope to ensure proper handling and delivery.

For projects scheduled for bid opening in other locations, each Proposal shall be sealed and submitted in the envelope provided with it, at the location and time identified in Section 1-02.12. The Bidder shall fill in all blanks on this envelope to ensure proper handling and delivery.

The Contracting Agency will not open or consider any Proposal or any supplement to a Proposal that is received after the time specified for receipt of Proposals, or received in a location other than that specified for receipt of Proposals.

NOTE: Certain documents that are required for an electronic Bid Proposal to be responsive CANNOT be submitted electronically via Trns-Port Expedite® software and BidExpress®. These documents include:

1. DBE Written Confirmation Documents; and,

2. Good Faith Effort Documentation; and,

3. Cash, certified checks, cashier’s checks, or a proposal bond (Surety bond) in formats other than via Surety2000.com or Insurevision.com.

The Bidder shall provide all documents that are required for an electronic Bid Proposal to be responsive (but cannot be submitted electronically via Trns-Port Expedite® software and BidExpress®) as a supplement to their electronic Bid Proposal in one of the following methods:
1. Physically in a sealed envelope marked as "BID SUPPLEMENT" and bearing the Bidders company name, project title, Bid date, and description of contents (for example: DBE Written Confirmation, DBE Good Faith Efforts, Proposal Deposit, etc.); or,

2. Except for Item #3 above, by facsimile to the following FAX number: (360) 705-6966.

E-mailed submittals are not acceptable. The Contracting Agency is not responsible for delayed, partial, failed, illegible or partially legible FAX document transmissions, and such documents may be rejected as incomplete at the Bidder’s risk.

1-02.10 Withdrawal or Revision of Proposal
This section including title is revised to read:

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

1. The Bidder submits a written request signed by an authorized person, and

2. The Contracting Agency receives the request before the time set for receipt of Proposals.

The original physical Bid Proposal may be supplemented, or revised and resubmitted as the official Bid Proposal if the Contracting Agency receives it before the time set for receipt of Proposals. Faxed Bid revisions and supplements will be accepted only if they are submitted in accordance with the “Example Format for Facsimile Bid Changes” instructions posted on the WSDOT website at http://www.wsdot.wa.gov/biz/contaa/bulletin/.

E-mailed requests to withdraw, revise or supplement a Proposal are not acceptable. The contracting Agency is not responsible for delayed, partial, failed, illegible or partially legible FAX document transmissions, and such documents may be rejected as incomplete at the Bidders risk.

The Contracting Agency will not accept requests to revise or withdraw electronic Bid Proposals. Such requests shall be furnished directly to BidExpress® and in accordance with their terms and conditions.

1-02.13 Irregular Proposals
In the first paragraph, Item h beneath item number 1 is revised to read:

h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Utilization Certification, if applicable, as required in Section 1-02.6;

In the first paragraph, item I beneath item number 1 is revised to read:

i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder’s completed DBE Utilization Certification that they are in agreement with the bidders DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
Item 1 in the first paragraph is supplemented with the following:

j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made; or

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

SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC
August 1, 2011

1-07.2 Sales Tax
The third sentence in the first paragraph is revised to read:

The Contractor shall contact the Contract Payment section of the Division of Accounting & Financial Services of the Department of Transportation, Olympia WA for questions on sales tax.

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

The Contracting Agency will pay the retained percentage only if the Contractor has obtained from the State Department of Revenue a certificate showing that all Contract-related taxes have been paid (RCW 60.28.051).

1-07.5(3) State Department of Ecology
Item No. 4. in the first paragraph is revised to read:

4. Perform Work in such a manner that all materials and substances not specifically identified in the Contract documents to be placed in the water do not enter waters of the State, including wetlands. These include, but are not limited to, petroleum products, hydraulic fluid, fresh concrete, concrete wastewater, process wastewater, slurry materials and waste from shaft drilling, sediments, sediment-laden water, chemicals, paint, solvents, or other toxic or deleterious materials.

1-07.9(1) General
The second sentence in the fourth paragraph is revised to read:

When the project involves highway Work, heavy Work and building Work, the Contract Provisions may list a Federal wage and fringe benefit rate for the highway Work, a separate Federal wage and fringe benefit rate for both the heavy Work and the building Work.

1-07.13(4) Repair of Damage
The last sentence in the first paragraph is revised to read:

For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2), 1-07.13(3), or 8-17.5, payment will be made in accordance with Section 1-09.4 using the estimated bid item “Reimbursement for Third Party Damage”.

FC 3416, W. Birchfield Rd.
Demolition Project
1-07.14 Responsibility for Damage
The third, fourth and fifth paragraphs are revised to read:

Subject to the limitations in this section and RCW 4.24.115 the Contractor shall indemnify, defend, and save harmless the State, Governor, Commission, Secretary, and all officers and employees of the State from all claims, suits, or actions brought for injuries to, or death of, any persons or damages resulting from construction of the Work or in consequence of any negligence or breach of contract regarding the Work, or the use of any improper materials in the Work, caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor during performance or at any time before final acceptance. In addition to any remedy authorized by law, the State may retain so much of the money due the Contractor as deemed necessary by the Engineer to ensure indemnification until disposition has been made of such suits or claims.

Subject to the limitations in this section and RCW 4.24.115, the Contractor shall indemnify, defend, and save harmless any county, city, or region, its officers, and employees connected with the Work, within the limits of which county, city, or region the Work is being performed, all in the same manner and to the same extent as provided above for the protection of the State, its officers and employees, provided that no retention of money due the Contractor be made by the State except as provided in RCW 60.28, pending disposition of suits or claims for damages brought against the county, city, or district.

Pursuant to RCW 4.24.115, where such claims, suits, or actions result from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the Contractor or the Contractor's agent or employees, the indemnity provisions provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of its agents and employees.

This section is supplemented with the following:

THE CONTRACTOR SPECIFICALLY ASSUMES ALL POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY EMPLOYEES OF THE CONTRACTOR AND, SOLELY FOR THE PURPOSE OF ENFORCING THE DEFENSE AND INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 1-07.14, THE CONTRACTOR SPECIFICALLY WAIVES ANY IMMUNITY GRANTED UNDER THE STATE INDUSTRIAL INSURANCE LAW, RCW TITLE 51. THIS WAIVER HAD BEEN MUTUALLY NEGOTIATED BY THE PARTIES. THE CONTRACTOR SHALL SIMILARLY REQUIRE THAT EACH SUBCONTRACTOR IT RETAINS IN CONNECTION WITH THE PROJECT COMPLY WITH THE TERMS OF THIS PARAGRAPH, WAIVE ANY IMMUNITY GRANTED UNDER RCW TITLE 51 AND ASSUME ALL LIABILITY FOR ACTIONS BROUGHT BY EMPLOYEES OF THE SUBCONTRACTOR.

1-07.15 Temporary Water Pollution/Erosion Control
The fourth paragraph is deleted.

1-07.15(1) Spill Prevention, Control and Countermeasures Plan
This section is deleted in its entirety and replaced with the following:
The Contractor shall prepare and implement a project-specific spill prevention, control, and countermeasures plan (SPCC Plan) 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 the Contracting Agency accepts an SPCC Plan for the project. SPCC Plan template and guidance information is available at: http://www.wsdot.wa.gov/Environment/HazMat/SpillPrevention.htm.

The SPCC Plan shall address all fuels, petroleum products and hazardous materials, as defined in Chapter 447 of the WSDOT Environmental Procedures Manual (M 31-11). 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. The SPCC Plan shall address conditions that may be required by Section 3406 of the current International Fire Code, or as approved by the local Fire Marshal.

Implementation Requirements
The Contractor shall update the SPCC Plan 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. The Contractor shall fully implement the SPCC Plan, as accepted and updated, at all times.

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

1. Responsible Personnel
   Identify the names, titles, and contact information for the personnel responsible for implementing and updating the plan and for responding to spills.

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.

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 provisions and Plans. Identify equipment and work practices that shall be used to prevent the release of contamination.

6. Spill Prevention and Response Training
   Describe how and when all project personnel, including refueling personnel and other Subcontractors, shall be trained in spill prevention, containment, and response and in the location of spill response kits.

7. Spill Prevention
   Describe the following items:

   A. The contents and locations of spill response kits that the Contractor shall supply and maintain that are appropriately stocked, located in close proximity to hazardous materials and equipment, and immediately accessible.

   B. Security measures for potential spill sources to prevent accidental spills and vandalism.

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

   D. Secondary containment for each potential spill source listed in 4, above. Secondary containment structures shall be in accordance with Section S9.D.9 of Ecology’s Construction Storm water General NPDES Permit, where secondary containment means placing tanks or containers within an impervious structure capable of containing 110% of the volume contained in the largest tank within the containment structure. Double-walled tanks do not require additional secondary containment.

   E. BMP Methods used to prevent discharges to ground or water during mixing and transfers of hazardous materials and fuel. Methods to control pollutants shall use BMPs in accordance with Ecology’s Construction Stormwater General NPDES Permit. BMPs guidance is provided in Ecology’s Stormwater Management Manuals, such as Volume II – Construction Stormwater Pollution Prevention, BMP C153 and Volume IV Source Control BMPs.

   F. Refueling procedures for equipment that cannot be moved from below the ordinary high water line.
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. Routine equipment, storage area, and structure inspection and maintenance practices to prevent drips, leaks or failures of hoses, valves, fittings, containers, pumps, or other systems that contain or transfer hazardous materials.

I. Site inspection procedures and frequency.

8. Spill Response
Outline the response procedures the Contractor shall follow for each scenario listed below, indicating that 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. 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, clean up spilled material, decontaminate equipment, 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 shall 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 shall 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 Plan is accepted by Contracting Agency, 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 all costs associated with creating and updating the accepted SPCC Plan, all costs associated with the set up of prevention measures, and implementing the current SPCC Plan as required by this Specification.

As to other costs associated with releases or spills, including restocking spill kits, 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(2) Vegetation Protection and Restoration
The second paragraph is revised to read:

Damage which may require replacement of vegetation includes torn bark stripping, broken branches, exposed root systems, cut root systems, poisoned root systems, compaction of surface soil and roots, puncture wounds, drastic reduction of surface roots or leaf canopy, changes in grade greater than 6-inches, or any other changes to the location that may jeopardize the survival or health of the vegetation to be preserved.

The third paragraph is revised to read:

When large roots of trees designated to be saved are exposed by the Contractor’s operation, they shall be wrapped with heavy, moist material such as burlap or canvas for protection and to prevent excessive drying. The material shall be kept moist and securely fastened until the roots are covered to finish grade. All material and fastening material shall be removed from the roots before covering. All roots 1-inch or larger in diameter, which are damaged, shall be pruned with a sharp saw or pruning shear. Damaged, torn, or ripped bark shall be removed as designated by the Engineer at no additional cost to the Contracting Agency.
The fourth paragraph is revised to read:

Any pruning activity required to complete the Work as specified shall be performed by a Certified Arborist as designated by the Engineer.

1-07.18 Public Liability and Property Damage Insurance
This section is deleted in its entirety and replaced with the following:

1-07.18 Public Liability and Property Damage Insurance
The Contractor shall obtain and keep in force the following policies of insurance. The policies shall be with companies or through sources approved by the State Insurance Commissioner pursuant to Chapter 48.05, RCW. Unless otherwise indicated below, the policies shall be kept in force from the execution date of the Contract until the date of acceptance by the Secretary (Section 1-05.12).

1. Owners and Contractors Protective (OCP) Insurance providing bodily injury and property damage liability coverage with limits of $3,000,000 per occurrence and, per project, in the aggregate for each policy period, written on Insurance Services Office (ISO) form CG0009 1204, together with Washington State Department of Transportation amendatory endorsement CG 2908 1195, specifying the Contracting Agency, the State, the Governor, the Commission, the Secretary, the Department and all officers and employees of the State as named insured.

2. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its equivalent with minimum limits of $3,000,000 per occurrence and in the aggregate for each one year policy period. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than $3,000,000 per occurrence and in the aggregate. Products and completed operations coverage shall be provided for a period of three years following Substantial Completion of the Work.

3. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and nonowned vehicles assigned to or used in the performance of the Work with a combined single limit of not less than $1,000,000 per occurrence. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than $1,000,000 per occurrence with the State named as an additional insured or designated insured in connection with the Contractor's Performance of the Contract. If pollutants are to be transported, MCS 90 and CA 99 48 endorsements are required on the Commercial Automobile Liability insurance policy unless in-transit pollution risk is covered under a Pollution Liability insurance policy.

4. The Contractor shall be Named Insured and the Contracting Agency, the State, the Governor, the Commission, the Secretary, the Department, all officers and employees of the State, and their respective members, directors, officers, employees, agents and consultants (collectively the “Additional Insureds”) shall be included as Additional Insureds for all policies and coverages specified in this Section, with the exception of the OCP policy. Said insurance coverage shall be primary and non-contributory insurance with respect to the insureds and the Additional Insureds. Any insurance or self-insurance beyond that specified in this Contract that is maintained by any Additional Insured shall be in excess of such insurance and shall

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not contribute with it. All insurance coverage required by this Section shall be written and provided by “occurrence-based” policy forms rather than by “claims made” forms.

All endorsements adding Additional Insureds to required policies shall be issued on (i) form CG 20 10 11 85 or a form deemed equivalent by the Contracting Agency, providing the Additional Insureds with all policies and coverages set forth in this Section, with the exception of the OCP and Commercial Auto policies or (ii) form CA 20 48 or forms deemed equivalent by Contracting Agency, providing the Additional Insureds with all coverage’s required under the Commercial Automobile Liability.

5. The coverage limits to be provided by Contractor for itself and to the Contracting Agency and Additional Insureds pursuant to this section or any Special Provision, shall be on a “per project” aggregate basis with the minimum limits of liability as set forth herein for both general liability and products/completed operations claims. The additional insured coverage required under this Section for products/completed operations claims shall remain in full force and effect for not less than three years following Substantial Completion of the project. If the Contractor maintains, at any time, coverage limits for itself in excess of limits set forth in this Section 1-07.18 or any Special Provision, then those additional coverage limits shall also apply to the Contracting Agency and the Additional Insureds. This includes, but is not limited to, any coverage limits provided under any risk financing program of any description, whether such limits are primary, excess, contingent or otherwise.

6. All insurance policies and coverage’s required under Section 1-07.18 and Section 1-07.10 shall contain a waiver of subrogation against the Contracting Agency, the State, any Additional Insured and their respective departments, agencies, boards, and commissions and their respective officers, officials, agents, and employees for losses arising from Work performed by or on behalf of the Contractor. This waiver has been mutually negotiated by the parties.

7. Where applicable, the Contractor shall cause each Subcontractor to provide insurance that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, in circumstances where the Subcontractor is not covered by the Contractor-provided insurance. The Contractor shall have sole responsibility for determining the limits of coverage required, if any, to be obtained by Subcontractors, which determination shall be made in accordance with reasonable and prudent business practices. In the event that a Subcontractor is required to add the Contractor as an additional insured pursuant to its contract for Work at the Project, then the Contractor shall also cause each Subcontractor to include the Contracting Agency and the Additional Insureds as additional insureds as well, for primary and non-contributory limits of liability under each Subcontractor’s Commercial General Liability, Commercial Automobile Liability and, any other coverage’s which may be required pursuant to a “Special Provision”.

8. Unless specifically noted otherwise in the Contract Documents, the parties to this Contract do not intend by any of the provisions of this Contract to cause the public or any member thereof or any other Person to be a third party beneficiary of the Contract Documents. Nothing in this Contract authorizes anyone not a party to this Contract or a designated third party beneficiary to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. It is the further intent of the Contracting
Agency and the Contractor in executing the Form of Contract that no individual, firm, corporation or any combination thereof which supplies materials, labor, services, or equipment to the Contractor for the performance of the Work shall become thereby a third party beneficiary of this Contract.

The Contract Documents shall not be construed to create a contractual relationship of any kind between the Contracting Agency and a Subcontractor or any other Person except the Contractor.

9. The Owners and Contractors Protective Insurance policy shall not be subject to a deductible or contain provisions for a deductible. The Commercial General Liability policy and the Commercial Automobile Liability Insurance policy may, at the discretion of the Contractor, contain such provisions. If a deductible applies to any claim under these policies, then payment of that deductible will be the responsibility of the Contractor, notwithstanding any claim of liability against the Contracting Agency. However in no event shall any provision for a deductible provide for a deductible in excess of $50,000.00.

10. With the exception of the Commercial Automobile liability coverage, no policies of insurance required under this Section shall contain an arbitration or alternative dispute resolution clause applicable to disputes between the insurer and its insureds. Any and all disputes concerning (i) terms and scope of insurance coverage afforded by the policies required hereunder and/or (ii) extra contractual remedies and relief which may be afforded policy holders in connection with coverage disputes, shall be resolved in Washington Superior Court, applying Washington law.

11. Prior to Contract execution, the Contractor shall file with the Department of Transportation, Contract Payment Section, P.O. Box 47420, Olympia, WA 98504-7420, ACORD Form Certificates of Insurance evidencing the minimum insurance coverages required under these Specifications. Within 30 days of being awarded a Contract, the Contractor shall provide the Department with complete copies, which may be electronic copies, of all insurance policies required under this section and any Special Provisions.

12. The Contractor shall provide written notice to the Engineer of any policy cancellations and provide the Department of Transportation, Contract Payment Section, P.O. Box 47420 Olympia, WA 98504-7420, by U.S Mail, notice of any policy cancellation within two business days of receipt of cancellation.

13. Failure on the part of the Contractor to maintain the insurance as required, or to not provide certification and copies of the insurance prior to the time specified in subsection 11 above, shall constitute a material breach of Contract upon which the Contracting Agency may, after giving 5-business days notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the unit Contract prices and no additional payment will be made.
SECTION 1-08, PROSECUTION AND PROGRESS
April 4, 2011

1-08.1 Subcontracting
The second and third sentences in the eighth paragraph are revised to read:

This Certification shall be submitted to the Project Engineer on WSDOT form 421-023, “Quarterly Report of Amounts Paid as MBE/WBE Participants”, quarterly for the State fiscal quarters: January 1 through March 31, April 1 through June 30, July 1 through September 30, October 1 through December 31, and for any remaining portion of a quarter through Physical Completion of the Contract. The report is due 20 calendar days following the fiscal quarter end or 20-calendar days after Physical Completion of the Contract.

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

On all projects funded with both Contracting Agency funds and Federal assistance the Contractor shall submit a “Quarterly Report of Amounts Credited as DBE Participation” on a quarterly basis in which DBE work is accomplished, for every quarter in which the Contract is active or upon completion of the project, as appropriate.

The last sentence in the ninth paragraph is revised to read:

When required, this “Quarterly Report of Amounts Credited as DBE Participation” is in lieu of WSDOT form 421-023, “Quarterly Report of Amounts Paid as MBE/WBE Participants”.

1-08.5 Time for Completion
The last two sentences in the first paragraph are revised to read:

When any of these holidays fall on a Sunday, the following Monday shall be counted a nonworking day. When the holiday falls on a Saturday, the preceding Friday shall be counted a nonworking day. The days between December 25 and January 1 will be classified as nonworking days.

Item number 2.c. in the sixth paragraph is revised to read:

c. Quarterly Reports of Amounts Paid as MBE/WBE Participants, or Quarterly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions

SECTION 1-09, MEASUREMENT AND PAYMENT
August 1, 2011

1-09.2(1) General Requirement for Weighing Equipment
This section is revised to read:

Unless specified otherwise, any Highway or Bridge construction materials to be proportioned or measured and paid for by weight shall be weighed on a scale.
Scales

Scales shall:

1. be accurate to within 0.5-percent of the correct weight throughout the range of use;
2. not include spring balances;
3. include beams, dials, or other reliable readout equipment;
4. be built to prevent scale parts from binding, vibrating, or being displaced and to protect all working parts and;
5. be carefully maintained, with bunkers and platforms kept clear of accumulated materials that could cause errors.

Scale Operations

Contractor provided scale operations are defined as operations where a scale is set up by the Contractor specifically for the project and most, if not all, material weighed on the scale is utilized for Contract Work. In this situation, the Contractor shall provide a person to operate the project scale, write tickets, perform scale checks and prepare reports.

Commercial scale operations include the use of established scales used to sell materials to the public on a regular basis. In addition, for the purposes of this specification, all batch, hopper, and belt scales are considered to be commercial scales. When a commercial scale is used as the project scale, the Contractor may utilize a commercial scale operator provided it is at no additional cost to the contracting agency.

In addition, the Contractor shall ensure that:

1. the Engineer is allowed to observe the weighing operation and check the daily scale weight record;
2. scale verification checks are performed at the direction of the Contracting Agency (see Section 1-09.2(5));
3. several times each day, the scale operator records and makes certain the platform scale balances and returns to zero when the load is removed; and
4. test results and scale weight records for each day’s hauling operations are provided to the Engineer daily. Unless otherwise approved, reporting shall utilize form 422-027, Scaleman’s Daily Report.

Trucks and Tickets

Each truck to be weighed shall bear a unique identification number. This number shall be legible and in plain view of the scale operator. Each vehicle operator shall obtain a weigh or load ticket from the scale operator. The Contracting Agency will provide item quantity tickets for scales that are not self-printing. The Contractor shall provide tickets for self-printing scales. All tickets shall, at a minimum, contain the following information:
1. date of haul;
2. contract number;
3. contract unit Bid item;
4. unit of measure;
5. identification number of hauling vehicle; and
6. weight delivered
   a. net weight in the case of batch and hopper scales
   b. gross weight, tare and net weight in the case of platform scales (tare may be omitted if a tare beam is used)
   c. approximate load out weight in the case of belt conveyor scales

The vehicle operator shall deliver the ticket in legible condition to the material receiver at the material delivery point. The material delivery point is defined as the location where the material is incorporated into the permanent Work.

1-09.2(2) Specific Requirements for Batching Scales
In the first paragraph, the last sentence is revised to read:

Batching scales used for Portland Cement concrete or hot mix asphalt shall not be used for batching other materials.

1-09.2(3) Specific Requirements for Platform Scales
In the first paragraph, the last sentence is revised to read:

A tare weight shall be taken of each hauling vehicle at least once daily.

The third paragraph is deleted.

1-09.2(5) Measurement
This section is revised to read:

Scale Verification Checks
The Engineer will verify the accuracy of each batch, hopper or platform scale. The frequency of verification checks will be such that at least one test weekly is performed for each weighed contract item of work being performed during that week.

Verification checks may not be routinely conducted for weighed material, who’s proposal quantity multiplied by the unit bid price, has a value less than $20,000.
The verification will consist of one of the following methods and be at the Contractor’s option:

1. Weigh a loaded truck on a separate certified platform scale designated by the Contractor, for the purpose of scale verification.

2. Weigh a vehicle that weighs at least 10,000 pounds on a separate certified scale and then check the project scale with it.

3. Establish a certified fixed load weighing at least 10,000 pounds as a check-weight. The certification shall consist of an affidavit affirming the correct weight of the fixed load.

Should the scale verification check reveal a weight difference of more than 0.5-percent, a second scale verification check shall be performed immediately. If the weight differences of both comparison checks exceed the 0.5-percent limit and the scale has been over weighing, the Contractor shall immediately stop weighing and the scale shall be recertified at the Contractor’s expense. If the weight difference of both comparison checks exceed the 0.5-percent limit and the scale is under weighing, it shall be adjusted immediately. The Contractor will not be compensated for any loss from under weighing.

**Belt Scales**

To test the accuracy of a belt-conveyor scale, the Contractor shall weigh five or more payloads from sequential hauling units and compare these weights with weights of the same payloads taken on a separate certified platform scale. If the test results fluctuate, the Engineer may require more than five check loads. Conveyor weights will be based on tonnage values taken from the sealed odometer at the beginning and end of each check period.

If scale verification checks show the scale has been under weighing, it shall be adjusted immediately. The Contractor will not be compensated for any loss from under weighing.

If scale verification checks show the scale has been overweighing, its operation will cease immediately until adjusted.

**Minor Construction Items**

If the specifications and plans require weight measurement for minor construction items, the Contractor may request permission to convert volume to weight. If the Engineer approves, an agreed factor may be used to make this conversion and volume may be used to calculate the corresponding weight for payment.

1-09.2(6) Payment

This section is revised to read:

Unless specified otherwise the Contracting Agency will pay for no materials received by weight unless they have been weighed as required in this section or as required by another method the Engineer has approved in writing.

The Contractor shall not be compensated for any loss from under weighing that is revealed by scale verification checks.
If scale verification checks reveal that the scale is over weighing, then payment for all material weighed since the last valid scale verification check will be adjusted. The contracting agency will calculate the combined weight of all materials weighed after the last verification check showing accurate results. This combined weight will then be reduced for payment by the percentage of scale error that exceeds 0.5-percent unless the Contractor demonstrates to the satisfaction of the Engineer that the defect in the scale was present for a lesser period of time.

Unit contract prices for the various pay items of the project cover all costs related to weighing and proportioning materials for payment. These costs include but are not limited to:

- furnishing, installing, certifying, and maintaining scales;
- providing a weigher to operate a Contractor provided scale;
- providing a weigher to operate a commercial scale, if necessary;
- providing self-printing tickets, if necessary;
- rerouting a truck for verification weighing;
- assisting the Engineer with scale verification checks;
- any other related costs associated with meeting the requirements of this section.

1-09.9 Payments
The first paragraph is revised to read:

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

The Contractor shall submit a breakdown of the cost of lump sum items to enable the Project Engineer to determine the Work performed on a monthly basis. Lump sum item breakdowns shall be submitted prior to the first progress payment that includes payment for the Bid Item in question. 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.

In the third paragraph, the second sentence is deleted.

1-09.11(1)A Disputes Review Board Membership
This section is supplemented with the following new paragraph:

The Contracting Agency and Contractor shall indemnify and hold harmless the Board Members from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees arising out of and resulting from the actions and recommendations of the Board.
SECTION 2-02, REMOVAL OF STRUCTURES AND OBSTRUCTIONS
January 4, 2010

2-02.3 Construction Requirements
The fourth paragraph is revised to read:

The Contractor may dispose of waste material in Contracting Agency owned sites if the Special
Provisions or the Engineer permits it. Otherwise, the Contractor shall arrange to dispose of waste
at no expense to the Contracting Agency and the disposal shall meet the requirements of Section
2-03.3(7)C.

SECTION 8-01, EROSION CONTROL AND WATER POLLUTION CONTROL
August 1, 2011

8-01.2 Materials
In the first paragraph, the following is inserted after the first sentence:

Corrugated Polyethylene Drain Pipe 9-05.1(6)

8-01.3(1) General
In the sixth paragraph, the first sentence is revised to read:

When natural elements rut or erode the slope, the Contractor shall restore and repair the damage
with the eroded material where possible, and remove and dispose of any remaining material found
in ditches and culverts.

In the seventh paragraph the first two sentences are deleted.

The table in the seventh paragraph is revised to read:

<table>
<thead>
<tr>
<th>Western Washington (West of the Cascade Mountain crest)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1 through September 30</td>
<td>17 Acres</td>
</tr>
<tr>
<td>October 1 through April 30</td>
<td>5 Acres</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Eastern Washington (East of the Cascade Mountain crest.)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>April 1 through October 31</td>
<td>17 Acres</td>
</tr>
<tr>
<td>November 1 through March 31</td>
<td>5 Acres</td>
</tr>
</tbody>
</table>

The eighth paragraph is revised to read:

The Engineer may increase or decrease the limits based on project conditions.

The ninth paragraph is revised to read:

Erodible earth is defined as any surface where soils, grindings, or other materials may be capable
of being displaced and transported by rain, wind, or surface water runoff.

The 10th paragraph is revised to read:
Erodible earth not being worked, whether at final grade or not, shall be covered within the specified time period, (see the tables below) using an approved soil covering practice.

**Western Washington (West of the Cascade Mountain crest)**
- October 1 through April 30  2-days maximum
- May 1 to September 30  307-days maximum

**Eastern Washington (East of the Cascade Mountain crest)**
- October 1 through June 30  5-days maximum
- July 1 through September 30  10-days maximum

8-01.3(1)A Submittals

This section is revised to read:

When a Temporary Erosion and Sediment Control (TESC) Plan is included in the Plans, the Contractor shall either adopt or modify the existing TESC Plan. The Contractor shall provide a schedule for TESC Plan implementation and incorporate it into the Contractor’s progress schedule. The Contractor shall obtain the Engineer’s approval of the TESC Plan and schedule before any work begins.

Modified TESC Plans shall meet all requirements of Chapter 6, Section 6-2 of the current edition of the WSDOT Highway Runoff Manual. The TESC Plan shall cover all areas the Contractor’s Work may affect inside and outside the limits of the project (including all Contracting Agency provided sources, disposal sites, and haul roads, and all nearby land, streams, and other bodies of water).

The Contractor shall allow at least 5-working days for the Engineer to review any original or revised TESC Plan. Failure to approve all or part of any such Plan shall not make the Contracting Agency liable to the Contractor for any Work delays.

8-01.3(1)B Erosion and Sediment Control (ESC) Lead

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

When a TESC Plan is included in the Contract Plans, the ESC Lead shall also inspect all areas disturbed by construction activities, all on-site erosion and sediment control BMP’s, and all stormwater discharge points at least once every calendar week and within 24-hours of runoff events in which stormwater discharges from the site. Inspections of temporarily stabilized, inactive sites may be reduced to once every calendar month.

In the last paragraph, "Form Number 220-030 EF" is revised to read "WSDOT Form Number 220-030 EF".

8-01.3(1)C Water Management

In number 2., the reference to "Standard Specification" is revised to read "Section".

Number 3., is revised to read:
3. Offsite Water
Prior to disruption of the normal watercourse, the Contractor shall intercept the offsite
stormwater and pipe it either through or around the project site. This water shall not be
combined with onsite stormwater. It shall be discharged at its pre-construction outfall point in
such a manner that there is no increase in erosion below the site. The method for performing
this Work shall be submitted by the Contractor for the Engineer’s approval.

8-01.3(1)D Dispersion/Infiltration
This section is revised to read:
Water shall be conveyed only to dispersion or infiltration areas designated in the TESC Plan or to
sites approved by the Engineer. Water shall be conveyed to designated dispersion areas at a rate
such that, when runoff leaves the area, and enters waters of the State, turbidity standards are
achieved. Water shall be conveyed to designated infiltration areas at a rate that does not produce
surface runoff.

8-01.3(2)B Seeding and Fertilizing
The fourth paragraph is revised to read:
The seed applied using a hydroseeder shall have a tracer added to visibly aid uniform application.
This tracer shall not be harmful to plant, aquatic or animal life. If Short Term Mulch is used as a
tracer, the application rate shall not exceed 250-pounds per acre.

In the fifth paragraph, "hydro seeder" is revised to read "hydroseeder".

8-01.3(2)D Mulching
In the second paragraph, the second sentence is revised to read:
Wood strand mulch shall be applied by hand or by straw blower on seeded areas.

In the third paragraph, "1" is revised to read "a single" and "hydro seeder" is revised to read
"hydroseeder".

The fourth paragraph is revised to read:
Temporary seed applied outside the application windows established in 8-01.3(2)F shall be
covered with a mulch containing either Moderate Term Mulch or Long Term Mulch, as designated
by the Engineer.

8-01.3(2)E Tackling Agent and Soil Binders
The following new paragraph is inserted at the beginning of this Section:
Tackling agent or soil binders applied using a hydroseeder shall have a mulch tracer added to
visibly aid uniform application. This tracer shall not be harmful to plant, aquatic or animal life. If
Short Term Mulch is used as a tracer, the application rate shall not exceed 250-pounds per acre.
The third sentence in the first paragraph below “Soil Binding Using Polyacrylamide (PAM)” is revised to read:

A minimum of 200-pounds per acre of Short Term Mulch shall be applied with the dissolved PAM.

In the second paragraph below “Soil Binding Using Polyacrylamide (PAM)”, “within” is revised to read “after”.

The paragraph “Soil Binding Using Bonded Fiber Matrix (BFM)” including title is revised to read:

**Soil Binding Using Moderate Term Mulch**
The Moderate Term Mulch shall be hydraulically applied in accordance with the manufacturer’s installation instructions. The Moderate Term Mulch may require a 24 to 48 hour curing period to achieve maximum performance and shall not be applied when precipitation is predicted within 24 to 48 hours, or on saturated soils, as determined by the Engineer.

The last paragraph including titled is revised to read:

**Soil Binding Using Long Term Mulch**
The Long Term Mulch shall be hydraulically applied in accordance with the manufacturer’s installation instructions and recommendations.

8-01.3(2)F Dates for Application of Final Seed, Fertilizer, and Mulch
The first paragraph is revised to read:

Unless otherwise approved by the Engineer, the final application of seeding, fertilizing, and mulching of slopes shall be performed during the following periods:

**Western Washington**
(West of the Cascade Mountain crest)
March 1 through May 15
September 1 through October 1

**Eastern Washington**
(East of the Cascade Mountain crest)
October 1 through November 15 only

Where Contract timing is appropriate, seeding, fertilizing, and mulching shall be accomplished during the fall period listed above. Written permission to seed after October 1 will only be given when Physical Completion of the project is imminent and the environmental conditions are conducive to satisfactory growth.

8-01.3(2)G Protection and Care of Seeded Areas
The first paragraph is revised to read:

The Contractor shall be responsible to ensure a healthy stand of grass. The Contractor shall restore eroded areas, clean up and properly dispose of eroded materials, and reapply the seed, fertilizer, and mulch, at no additional cost to the Contracting Agency.

In the second paragraph, number 1. is revised to read:
1. At the Contractor's expense, seed, fertilizer and mulch shall be reapplied in areas that have
been damaged through any cause prior to final inspection, and reapplied to areas that have
failed to receive a uniform application at the specified rate.

8-01.3(2)H Inspection
The first sentence is revised to read:

Inspection of seeded areas will be made upon completion of seeding, temporary seeding,
fertilizing, and mulching.

The third sentence is revised to read:

Areas that have not received a uniform application of seed, fertilizer, or mulch at the specified
rate, as determined by the Engineer, shall be reseeded, refertilized, or remulched at the
Contractor's expense prior to payment.

8-01.3(2)I Mowing
In the first paragraph, the last sentence is revised to read:

Trimming around traffic facilities, Structures, planting areas, or other features extending above
ground shall be accomplished preceding or simultaneously with each mowing.

8-01.3(3) Placing Erosion Control Blanket
In the first sentence, "Standard" is deleted.

The second sentence is revised to read:

Temporary erosion control blankets, having an open area of 60-percent or greater, may be
installed prior to seeding.

8-01.3(4) Placing Compost Blanket
In the first paragraph, "before" is revised to read "prior to".

The last sentence is revised to read:

Compost shall be Coarse Compost.

8-01.3(5) Placing Plastic Covering
The first sentence is revised to read:

Plastic shall be placed with at least a 12-inch overlap of all seams.

8-01.3(6)A Geotextile-Encased Check Dam
The first paragraph is deleted.

8-01.3(6)B Rock Check Dam
This section including title is revised to read:
8-01.3(6)B Quarry Spall Check Dam
The rock used to construct rock check dams shall meet the requirements for quarry spalls.

8-01.3(6)D Wattle Check Dam
This section is revised to read:

Wattle check dams shall be installed in accordance with the Plans.

8-01.3(6)E Coir Log
This section is revised to read:

Coir logs shall be installed in accordance with the Plans.

8-01.3(9)A Silt Fence
In the second paragraph, the second sentence is revised to read:

The strength of the wire or plastic mesh shall be equivalent to or greater than what is required in Section 9-33.2(1), Table 6 for unsupported geotextile (i.e., 180 lbs. grab tensile strength in the machine direction).

8-01.3(9)B Gravel Filter, Wood Chip or Compost Berm
In the second paragraph, the last sentence is deleted.

The third paragraph is revised to read:

The Compost Berm shall be constructed in accordance with the detail in the Plans. Compost shall be Coarse Compost.

8-01.3(9)C Straw Bale Barrier
This section is revised to read:

Straw Bale Barriers shall be installed in accordance with the Plans.

8-01.3(9)D Inlet Protection
The first three paragraphs are revised to read:

Inlet protection shall be installed below or above, or as a prefabricated cover at each inlet grate, as shown in the Plans. Inlet protection devices shall be installed prior to beginning clearing, grubbing, or earthwork activities.

Geotextile fabric in all prefabricated inlet protection devices shall meet or exceed the requirements of Section 9-33.2, Table 1 for Moderate Survivability, and the minimum filtration properties of Table 2.

When the depth of accumulated sediment and debris reaches approximately ½ the height of an internal device or ½ the height of the external device (or less when so specified by the...
manufacturers) or as designated by the Engineer, the deposits shall be removed and stabilized on
site in accordance with Section 8-01.3(16).

8-01.3(10) Wattles
In the first paragraph, the third sentence is revised to read:

Excavated material shall be spread evenly along the uphill slope and be compacted using hand
tamping or other method approved by the Engineer.

This section is supplemented with the following new paragraph:

The Contractor shall exercise care when installing wattles to ensure that the method of installation
minimizes disturbance of waterways and prevents sediment or pollutant discharge into
waterbodies.

8-01.3(12) Compost Sock
In the first paragraph, "sock" is revised to read "socks" and "streambed" is revised to read
"waterbodies".

In the second paragraph "bank" is revised to read "slope".

In the third paragraph "and" is revised to read "or".

This section is supplemented with the following new paragraph:

Compost for Compost Socks shall be Coarse Compost.

8-01.3(14) Temporary Pipe Slope Drain
The first paragraph is revised to read:

Temporary pipe slope drain shall be Corrugated Polyethylene Drain Pipe and shall be constructed
in accordance with the Plans

The last paragraph is revised to read:

Placement of outflow of the pipe shall not pond water on road surface.

8-01.3(15) Maintenance
In the fourth paragraph, the last sentence is revised to read:

Clean sediments may be stabilized on site using approved BMPs as approved by the Engineer.

8-01.3(16) Removal
In the second paragraph, the last sentence is revised to read:

This may include, but is not limited to, ripping the soil, incorporating soil amendments, and
seeding with the specified seed.
8-01.4 Measurement
The eighth paragraph is revised to read:

Silt fence, gravel filter, compost berms, and wood chip berms will be measured by the linear foot
along the ground line of completed barrier.

8-01.5 Payment
The following bid items are relocated after the bid item "Check Dam":

"Inlet Protection", per each.

"Gravel Filter Berm", per linear foot.

The following new paragraph is inserted before the bid item "Stabilized Construction Entrance":

The unit Contract price per linear foot for “Check Dam” and “Gravel Filter Berm” and per each
for “Inlet Protection” shall be full pay for all equipment, labor and materials to perform the Work
as specified, including installation, removal and disposal at an approved disposal site.

The paragraph after the bid item "Temporary Curb" is revised to read:

The unit Contract price per linear foot for “Temporary Curb” shall include all costs to install,
maintain, remove, and dispose of the temporary curb.

The following bid item is inserted after the bid item “Mulching with Pam”:

“Mulching with Short Term Mulch”, per acre.

The bid item “Mulching with BFM” is revised to read:

“Mulching with Moderate Term Mulch”

The bid item “Mulching with MBFM/FRM” is revised to read:

“Mulching with Long Term Mulch”

SECTION 9-14, EROSION CONTROL AND ROADSIDE PLANTING
April 4, 2011

Section 9-14 is deleted in its entirety and replaced with the following:

9-14.1 Soil

9-14.1(1) Topsoil Type A
Topsoil Type A shall be as specified in the Special Provisions.
9-14.1(2) Topsoil Type B
Topsoil Type B shall be native topsoil taken from within the project limits either from the area
where roadway excavation is to be performed or from strippings from borrow, pit, or quarry sites,
or from other designated sources. The general limits of the material to be utilized for topsoil will
be indicated in the Plans or in the Special Provisions. The Engineer will make the final
determination of the areas where the most suitable material exists within these general limits. The
Contractor shall reserve this material for the specified use. Material for Topsoil Type B shall not
be taken from a depth greater than 1 foot from the existing ground unless otherwise designated by
the Engineer.

In the production of Topsoil Type B, all vegetative matter less than 4 feet in height, shall become
a part of the topsoil. Prior to topsoil removal, the Contractor shall reduce the native vegetation to a
height not exceeding 1 foot. Noxious weeds, as designated by authorized State and County
officials, shall not be incorporated in the topsoil, and shall be removed and disposed of as
designated elsewhere or as approved by the Engineer.

9-14.1(3) Topsoil Type C
Topsoil Type C shall be native topsoil meeting the requirements of Topsoil Type B but obtained
from a source provided by the Contractor outside of the Contracting Agency owned right of way.

9-14.2 Seed
Grasses, legumes, or cover crop seed of the type specified shall conform to the standards for
“Certified” grade seed or better as outlined by the State of Washington Department of Agriculture
“Rules for Seed Certification,” latest edition. Seed shall be furnished in standard containers on
which shall be shown the following information:

1. Common and botanical names of seed
2. Lot number
3. Net weight
4. Pure live seed

All seed vendors must have a business license issued by the Washington State Department of
Licensing with a “seed dealer” endorsement. Upon request, the Contractor shall furnish the
Engineer with copies of the applicable licenses and endorsements.

Upon request, the Contractor shall furnish to the Engineer duplicate copies of a statement signed
by the vendor certifying that each lot of seed has been tested by a recognized seed testing
laboratory within six months before the date of delivery on the project. Seed which has become
wet, moldy, or otherwise damaged in transit or storage will not be accepted.

9-14.3 Fertilizer
Fertilizer shall be a standard commercial grade of organic or inorganic fertilizer of the kind and
quality specified. It may be separate or in a mixture containing the percentage of total nitrogen,
available phosphoric acid, water-soluble potash, or sulfur in the amounts specified. All fertilizers
shall be furnished in standard unopened containers with weight, name of plant nutrients, and
manufacturer’s guaranteed statement of analysis clearly marked, all in accordance with State and
Federal laws.
Fertilizer shall be supplied in one of the following forms:

1 A dry free-flowing granular fertilizer, suitable for application by agricultural fertilizer spreader.

2 A soluble form that will permit complete suspension of insoluble particles in water, suitable for application by power sprayer.

3 A homogeneous pellet, suitable for application through a ferti-blast gun.

4 A tablet or other form of controlled release with a minimum of a six month release period.

5 A liquid suitable for application by a power sprayer or hydroseeder.

9-14.4 Mulch and Amendments
All amendments shall be delivered to the site in the original, unopened containers bearing the manufacturer’s guaranteed chemical analysis and name. In lieu of containers, amendments may be furnished in bulk. A manufacturer’s certificate of compliance shall accompany each delivery. Compost and other organic amendments shall be accompanied with all applicable health certificates and permits.

9-14.4(1) Straw
Straw shall be in an air dried condition free of noxious weeds, seeds, and other materials detrimental to plant life. Hay is not acceptable.

All straw material shall be Certified Weed Free Straw using North American Weed Management Association (NAWMA) standards or the Washington Wilderness Hay and Mulch (WWHAM) program run by the Washington State Noxious Weed Control Board. Information can be found at http://www.nwcb.wa.gov http://www.nwcb.wa.gov/

In lieu of Certified Weed Free Straw, the Contractor shall provide documentation that the material is steam or heat treated to kill seeds, or shall provide U.S., Washington, or other State’s Department of Agriculture laboratory test reports, dated within 90 days prior to the date of application, showing there are no viable seeds in the straw.

Straw mulch shall be suitable for spreading with mulch blower equipment.

9-14.4(2) Hydraulically Applied Erosion Control Products (HECPs)
All HECPs shall be biodegradable and in a dry condition free of noxious weeds, seeds, chemical printing ink, germination inhibitors, herbicide residue, chlorine bleach, rock, metal, plastic, and other materials detrimental to plant life. Up to 5 percent by weight may be photodegradable material.

The HECP shall be suitable for spreading with a hydroseeder.
All HECPs shall be furnished premixed by the manufacturer with Type A or Type B Tackifier as specified in 9-14.4(7). Under no circumstances will field mixing of additives or components be acceptable.

The Contractor shall provide test results, dated within three years prior to the date of application, from an independent, accredited laboratory, as approved by the Engineer, showing the product meets the following requirements:

<table>
<thead>
<tr>
<th>Properties</th>
<th>Test Method</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acute Toxicity</td>
<td>EPA-821-R-02-012 Methods for Measuring Acute Toxicity of Effluents. Test leachate from recommended application rate receiving 2 inches of rainfall per hour using static test for No-Observed-Adverse-Effect-Concentration (NOEC)</td>
<td>Four replicates are required with No statistically significant reduction in survival in 100% leachate for a Daphnid at 48 hours and <em>Oncorhynchus mykiss</em> (rainbow trout) at 96 hours</td>
</tr>
<tr>
<td>Solvents</td>
<td>EPA 8260B</td>
<td>Benzene - &lt; 0.03 mg/kg</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Methylene chloride - &lt; 0.02 mg/kg</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Naphthalene - &lt; 5 mg/kg</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tetrachloroethylene - &lt; 0.05 mg/kg</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Toluene - &lt; 7 mg/kg</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Trichloroethylene - &lt; 0.03 mg/kg</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Xylenes - &lt; 9 mg/kg</td>
</tr>
<tr>
<td>Heavy Metals</td>
<td>EPA 6020A Total Metals</td>
<td>Antimony - &lt; 4 mg/kg</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Arsenic - &lt; 6 mg/kg</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Barium - &lt; 80 mg/kg</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Boron - &lt; 100 mg/kg</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cadmium - &lt; 2 mg/kg</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Chromium - &lt; 2 mg/kg</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Copper - &lt; 5 mg/kg</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lead - &lt; 5 mg/kg</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mercury - &lt; 2 mg/kg</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Nickel - &lt; 2 mg/kg</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Selenium - &lt; 10 mg/kg</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Strontium - &lt; 30 mg/kg</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Zinc - &lt; 5 mg/kg</td>
</tr>
<tr>
<td>Water Holding Capacity</td>
<td>ASTM D 7367</td>
<td>900 percent minimum</td>
</tr>
<tr>
<td>Organic Matter Content</td>
<td>ASTM D 586</td>
<td>90 percent minimum</td>
</tr>
</tbody>
</table>
If the HECP contains cotton or straw, the Contractor shall provide documentation that the material has been steam or heat treated to kill seeds, or shall provide U.S., Washington, or other State’s Department of Agriculture laboratory test reports, dated within 90 days prior to the date of application, showing there are no viable seeds in the mulch.

The HECP shall be manufactured in such a manner that when agitated in slurry tanks with water, the fibers will become uniformly suspended, without clumping, to form a homogeneous slurry. When hydraulically applied, the material shall form a strong moisture-holding mat that allows the continuous absorption and infiltration of water.

The HECP shall contain a dye to facilitate placement and inspection of the material. Dye shall be non-toxic to plants, animals, and aquatic life and shall not stain concrete or painted surfaces.

The HECP shall be furnished with a Material Safety Data Sheet (MSDS) that demonstrates that the product is not harmful to plants, animals, and aquatic life.

**9-14.4(2)A Long Term Mulch**

Long Term Mulch shall demonstrate the ability to adhere to the soil and create a blanket-like mass within two hours of application and shall bond with the soil surface to create a continuous, porous, absorbent, and flexible erosion resistant blanket that allows for seed germination and plant growth and conforms to the requirements in Table 1 Long Term Mulch Test Requirements.

The Contractor shall provide test results documenting the mulch meets the requirements in Table 1 Long Term Mulch Test Requirements.

Prior to January 1, 2012, the Contractor shall supply independent ASTM D 6459 test results from one of the following testing facilities:

- National Transportation Product Evaluation Program (NTPEP)
- Utah State University’s Utah Water Research Laboratory
- Texas Transportation Institute
- San Diego State University’s Soil Erosion Research Laboratory
- TRI Environmental, Inc

Effective January 1, 2012, the Contractor shall supply independent test results from the National Transportation Product Evaluation Program (NTPEP).

<table>
<thead>
<tr>
<th>Properties</th>
<th>Test Method</th>
<th>Requirements</th>
</tr>
</thead>
</table>

Table 1 Long Term Mulch Test Requirements
9-14.4(2)B  Moderate Term Mulch

Within 48 hours of application, the Moderate Term Mulch shall bond with the soil surface to create a continuous, absorbent, flexible erosion resistant blanket that allows for seed germination and plant growth and conform to the requirements in Table 2 Moderate Term Mulch Test Requirements.

The Contractor shall provide test results documenting the mulch meets the requirements in Table 2 Moderate Term Mulch Test Requirements.

Prior to January 1, 2012, the Contractor shall supply independent ASTM D 6459 test results from one of the following testing facilities:

- National Transportation Product Evaluation Program (NTPEP)
- Utah State University’s Utah Water Research Laboratory
- Texas Transportation Institute
- San Diego State University’s Soil Erosion Research Laboratory
- TRI Environmental, Inc

Effective January 1, 2012, the Contractor shall supply independent test results from the National Transportation Product Evaluation Program (NTPEP).

Table 2 Moderate Term Mulch Test Requirements

<table>
<thead>
<tr>
<th>Properties</th>
<th>Test Method</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance in Protecting Slopes from Rainfall-Induced Erosion</td>
<td>ASTM D 6459 - Test in one soil type. Soil tested shall be sandy loam as defined by the NRCS Soil Texture Triangle</td>
<td>C Factor = 0.01 maximum using Revised Universal Soil Loss Equation (RUSLE)</td>
</tr>
</tbody>
</table>

9-14.4(2)C  Short Term Mulch

The Contractor shall provide test results documenting the mulch meets the requirements in Table 3 Short Term Mulch Test Requirements.

Prior to January 1, 2012, the Contractor shall supply independent ASTM D 6459 test results from one of the following testing facilities:

- National Transportation Product Evaluation Program (NTPEP)
- Utah State University’s Utah Water Research Laboratory
- Texas Transportation Institute
- San Diego State University’s Soil Erosion Research Laboratory
Effective January 1, 2012, the Contractor shall supply independent test results from the National Transportation Product Evaluation Program (NTPEP).

**Table 3 Short Term Mulch Test Requirements**

<table>
<thead>
<tr>
<th>Properties</th>
<th>Test Method</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance in Protecting Slopes from Rainfall-Induced Erosion</td>
<td>ASTM D 6459 - Test in one soil type. Soil tested shall be sandy loam as defined by the National Resources Conservation Service (NRCS) Soil Texture Triangle</td>
<td>C Factor = 0.15 maximum using Revised Universal Soil Loss Equation (RUSLE)</td>
</tr>
</tbody>
</table>

9-14.4(3) Bark or Wood Chips
Bark or wood chip mulch shall be derived from Douglas fir, pine, or hemlock species. It shall not contain resin, tannin, or other compounds in quantities that would be detrimental to plant life. Sawdust shall not be used as mulch.

Bark or wood chips, when tested, shall be according to WSDOT Test Method T 123 prior to placement and shall meet the following loose volume gradation:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>2&quot;</td>
<td>95</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>No. 4</td>
<td>0</td>
<td>30</td>
<td></td>
</tr>
</tbody>
</table>

9-14.4(4) Wood Strand Mulch
Wood strand mulch shall be a blend of angular, loose, long, thin wood pieces that are frayed, with a high length-to-width ratio and shall be derived from native conifer or deciduous trees. A minimum of 95 percent of the wood strand shall have lengths between 2 and 10 inches. At least 50 percent of the length of each strand shall have a width and thickness between 1/16 and ½ inch. No single strand shall have a width or thickness greater than ½ inch.

The mulch shall not contain salt, preservatives, glue, resin, tannin, or other compounds in quantities that would be detrimental to plant life. Sawdust or wood chips or shavings will not be acceptable. Products shall be tested according to WSDOT Test Method 125 prior to acceptance.

9-14.4(5) Lime
Agriculture lime shall be of standard manufacture, flour grade or in pelletized form, meeting the requirements of ASTM C 602.

9-14.4(6) Gypsum
Gypsum shall consist of Calcium Sulfate (CaSO42H2O) in a pelletized or granular form. 100 percent shall pass through a No. 8 sieve.
9-14.4(7) **Tackifier**

Tackifiers are used as a tie-down for soil, compost, seed, and/or mulch. Tackifier shall contain no growth or germination inhibiting materials, and shall not reduce infiltration rates. Tackifier shall hydrate in water and readily blend with other slurry materials and conform to the requirements in Table 4 Tackifier Test Requirements.

The Contractor shall provide test results documenting the tackifier meets the requirements in Table 4 Tackifier Test Requirements.

<table>
<thead>
<tr>
<th>Properties</th>
<th>Test Method</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heavy Metals Solvents</td>
<td>See Table in Section 9-14.4(2). Test at manufacturer’s recommended application rate</td>
<td>See Table in Section 9-14.4(2)</td>
</tr>
<tr>
<td>Acute Toxicity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Viscosity</td>
<td>ASTM D 2364. Testing shall be performed by an accredited, independent laboratory</td>
<td>4000 cPs minimum</td>
</tr>
</tbody>
</table>

9-14.4(7)A **Organic Tackifier**

Organic tackifier shall be derived from natural plant sources and shall have an MSDS that demonstrates to the satisfaction of the Engineer that the product is not harmful to plants, animals, and aquatic life.

9-14.4(7)B **Synthetic Tackifier**

Synthetic tackifier shall have an MSDS that demonstrates to the satisfaction of the Engineer that the product is not harmful to plants, animals, and aquatic life.

9-14.4(8) **Compost**

Compost products shall be the result of the biological degradation and transformation of organic materials under controlled conditions designed to promote aerobic decomposition. Compost shall be stable with regard to oxygen consumption and carbon dioxide generation. Compost shall be mature with regard to its suitability for serving as a soil amendment or an erosion control BMP as defined below. The compost shall have a moisture content that has no visible free water or dust produced when handling the material.

Compost production and quality shall comply with Chapter 173-350 WAC.

Compost products shall meet the following physical criteria:

1. Compost material shall be tested in accordance with U.S. Composting Council Testing Methods for the Examination of Compost and Composting (TMECC) 02.02-B, “Sample Sieving for Aggregate Size Classification”.

   Fine compost shall meet the following gradation:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum</td>
<td>Maximum</td>
</tr>
</tbody>
</table>
### Maximum particle length of 6 inches.

Medium compost shall meet the following gradation:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>2&quot;</td>
<td></td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>1&quot;</td>
<td></td>
<td>95</td>
<td>100</td>
</tr>
<tr>
<td>5/8&quot;</td>
<td></td>
<td>90</td>
<td>100</td>
</tr>
<tr>
<td>1/4&quot;</td>
<td></td>
<td>75</td>
<td>85</td>
</tr>
</tbody>
</table>

Maximum particle length of 6 inches.

Medium compost shall have a carbon to nitrogen ratio (C:N) between 18:1 and 30:1. The carbon to nitrogen ratio shall be calculated using the dry weight of “Organic Carbon” using TMECC 04.01A divided by the dry weight of “Total N” using TMECC 04.02D.

Coarse compost shall meet the following gradation:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>3&quot;</td>
<td></td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>1&quot;</td>
<td></td>
<td>90</td>
<td>100</td>
</tr>
<tr>
<td>3/4&quot;</td>
<td></td>
<td>70</td>
<td>100</td>
</tr>
<tr>
<td>1/4&quot;</td>
<td></td>
<td>40</td>
<td>60</td>
</tr>
</tbody>
</table>

Maximum particle length of 6 inches.

Coarse Compost shall have a Carbon to Nitrogen ratio (C:N) between 25:1 and 35:1. The Carbon to Nitrogen ratio shall be calculated using the dry weight of “Organic Carbon” using TMECC 04.01A divided by the dry weight of “Total N” using TMECC 04.02D.

2. The pH shall be between 6.0 and 8.5 when tested in accordance with U.S. Composting Council TMECC 04.11-A, “1:5 Slurry pH”.

3. Manufactured inert material (plastic, concrete, ceramics, metal, etc.) shall be less than 1.0 percent by weight as determined by U.S. Composting Council TMECC 03.08-A “Classification of Inerts by Sieve Size”.

4. Minimum organic matter shall be 40 percent by dry weight basis as determined by U.S. Composting Council TMECC 05.07A “Loss-On-Ignition Organic Matter Method (LOI)”.

5. Soluble salt contents shall be less than 4.0 mmhos/cm when tested in accordance with U.S. Composting Council TMECC 04.10 “Electrical Conductivity”.
6. Maturity shall be greater than 80 percent in accordance with U.S. Composting Council TMECC 05.05-A, “Germination and Root Elongation”.

7. Stability shall be 7 mg CO2–C/g OM/day or below in accordance with U.S. Composting Council TMECC 05.08-B “Carbon Dioxide Evolution Rate”.

8. The compost product shall originate from recycled plant waste as defined in WAC 173-350 as “Type 1 Feedstocks”, “Type 2 Feedstocks,” and/or “Type 3 Feedstocks”. The Contractor shall provide a list of feedstock sources by percentage in the final compost product.

9. The Engineer may evaluate compost for maturity using U.S. Composting Council TMECC 05.08-E “Solvita® Maturity Index”. Fine compost shall score a number 6 or above on the Solvita® Compost Maturity Test. Medium and Coarse compost shall score a 5 or above on the Solvita® Compost Maturity Test.

The Contractor shall submit the following information to the Engineer for approval:

1. The Qualified Products List printed page or a Request for Approval of Material (DOT Form 350-071EF).

2. A copy of the Solid Waste Handling Permit issued to the manufacturer by the Jurisdictional Health Department in accordance with WAC 173-350 (Minimum Functional Standards for Solid Waste Handling).

3. The Contractor shall verify in writing, and provide lab analyses, that the material complies with the processes, testing, and standards specified in WAC 173-350 and these Specifications. An independent Seal of Testing Assurance (STA) Program certified laboratory shall perform the analysis.

4. A copy of the manufacturer’s Seal of Testing Assurance (STA) certification as issued by the U.S. Composting Council.

9.14.4(8)B Compost Acceptance
Fourteen days prior to application, the Contractor shall submit a sample of the compost approved for use, and a STA test report dated within 90 calendar days of the application, and the list of feed stocks by volume for each compost type to the Engineer for review.

The Contractor shall use only compost that has been tested within 90 calendar days of application and meets the requirements in Section 9.14.4(8). Compost not conforming to the above requirements or taken from a source other than those tested and accepted shall not be used.
9-14.4(9) Vacant

9-14.4(10) Vacant

9-14.5 Erosion Control Devices

9-14.5(1) Polyacrylamide (PAM)
PAM is used as a tie-down for soil, compost, or seed, and is also used as a flocculent. Polyacrylamide (PAM) products shall meet ANSI/NSF Standard 60 for drinking water treatment with an AMD content not to exceed 0.05 percent. PAM shall be anionic, linear, and not cross-linked. The minimum average molecular weight shall be greater than 5 mg/mole and minimum 30 percent charge density. The product shall contain at least 80 percent active ingredients and have a moisture content not exceeding 10 percent by weight. PAM shall be delivered in a dry granular or powder form.

9-14.5(2) Erosion Control Blanket
Temporary erosion control blanket shall be made of natural plant fibers. The Contractor shall supply independent test results from the National Transportation Product Evaluation Program (NTPEP) meeting the requirements in the following table:

<table>
<thead>
<tr>
<th>Properties</th>
<th>ASTM Test Method</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Protecting Slopes from Rainfall-Induced Erosion</td>
<td>D 6459 - Test in one soil type. Soil tested shall be sandy loam as defined by the NRCS Soil Texture Triangle</td>
<td>Maximum C factor of 0.15 using Revised Universal Soil Loss Equation (RUSLE)</td>
</tr>
<tr>
<td>Dry Weight per Unit Area</td>
<td>D 6475</td>
<td>0.36 lb/sq. yd. minimum</td>
</tr>
<tr>
<td>Performance in Protecting Earthen Channels from Stormwater-Induced Erosion</td>
<td>D 6460 Test in one soil type. Soil tested shall be loam as defined by the NRCS Soil Texture Triangle</td>
<td>1.0 lb/sq. ft. minimum</td>
</tr>
<tr>
<td>Seed Germination Enhancement</td>
<td>D 7322</td>
<td>200 percent minimum</td>
</tr>
</tbody>
</table>

Netting, if present, shall be biodegradable with a life span not to exceed two years.

Permanent erosion control blanket/turf reinforcement mats shall meet the following requirements:

<table>
<thead>
<tr>
<th>Properties</th>
<th>ASTM Test Method</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>UV Stability</td>
<td>D 4355</td>
<td>Minimum 80 percent strength retained after 500 hours in a xenon arc device</td>
</tr>
<tr>
<td>Protecting Slopes from Rainfall-Induced Erosion</td>
<td>D 6459 with 0.12 inch average raindrop size.* Test in one soil type. Soil tested shall be</td>
<td>Maximum C factor of 0.15 using Revised Universal Soil Loss Equation (RUSLE)</td>
</tr>
</tbody>
</table>

*Average raindrop size shall be calculated using the formula:

\[
\text{Average Raindrop Size} = \frac{\text{Total Rainfall Volume}}{\text{Number of Raindrops}}
\]
<table>
<thead>
<tr>
<th>Table Content</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dry Weight per Unit Area</td>
<td>D 6566</td>
</tr>
<tr>
<td></td>
<td>0.50 lb/sq. yd. minimum</td>
</tr>
<tr>
<td>Performance in Protecting Earthen Channels from Stormwater-Induced Erosion</td>
<td>D 6460 Test in one soil type. Soil tested shall be loam as defined by the NRCS Soil Texture Triangle**</td>
</tr>
<tr>
<td></td>
<td>2.0 lb/sq. ft. minimum</td>
</tr>
<tr>
<td>Seed Germination Enhancement</td>
<td>D 7322</td>
</tr>
<tr>
<td></td>
<td>200 percent minimum</td>
</tr>
</tbody>
</table>

**9-14.5(2)A Erosion Control Blanket Approval**
The Contractor shall select erosion control blanket products that bear the Quality and Data Oversight and Review (QDOR) seal from the Erosion Control and Technology Council (ECTC). All materials selected shall be currently listed on the QDOR products list available at www.ectc.org/qdor

**9-14.5(3) Clear Plastic Covering**
Clear plastic covering shall meet the requirements of ASTM D 4397 for polyethylene sheeting having a minimum thickness of 6 mils.

**9-14.5(4) Geotextile-Encased Check Dam**
The geotextile-encased check dam shall be a urethane foam core encased in geotextile material. The minimum length of the unit shall be 7 feet.

The foam core shall be a minimum of 8 inches in height, and have a minimum base width of 16 inches. The geotextile material shall overhang the foam by at least 6 inches at each end, and shall have apron type flaps that extend a minimum of 24 inches on each side of the check dam. The geotextile material shall meet the requirements in Section 9-33.

**9-14.5(5) Wattles**
Wattles shall consist of cylinders of biodegradable plant material such as weed-free straw, coir, compost, wood chips, excelsior, or wood fiber or shavings encased within biodegradable netting. Wattles shall be a minimum of 5 inches in diameter. Netting material shall be clean, evenly woven, and free of encrusted concrete or other contaminating materials such as preservatives. Netting material shall be free from cuts, tears, or weak places and shall have a minimum lifespan of 6 months and a maximum lifespan of not more than 24 months.

Compost filler shall be coarse compost and shall meet the material requirements as specified in Section 9-14.4(8). If wood chips are used they shall meet the material requirements as specified in Section 9-14.4(3). If wood shavings are used, 80 percent of the fibers shall have a minimum length of 6 inches between 0.030 and 0.50 inches wide, and between 0.017 and 0.13 inches thick.

Wood stakes for wattles shall be made from untreated Douglas fir, hemlock, or pine species. Wood stakes shall be 2 inch by 2 inch nominal dimension and 36 inches in length.
9-14.5(6) Compost Socks
Compost socks shall consist of extra heavy weight biodegradable fabric, with a minimum strand thickness of 5 mils. The fabric shall be filled with Coarse Compost. Compost socks shall be at least 8 inches in diameter. The fabric shall be clean, evenly woven, and free of encrusted concrete or other contaminating materials and shall be free from cuts, tears, broken or missing yarns, and be free of thin, open, or weak areas and shall be free of any type of preservative. Netting material shall have a minimum lifespan of 6 months and a maximum lifespan of not more than 24 months.

Coarse compost filler shall meet the material requirements as specified in Section 9-14.4(8).

Wood stakes for compost socks shall be made from untreated Douglas fir, hemlock, or pine species. Wood stakes shall be 2 inch by 2 inch nominal dimension and 36 inches in length.

9-14.5(7) Coir Log
Coir logs shall be made of 100 percent durable coconut (coir) fiber uniformly compacted within woven netting made of bristle coir twine with minimum strength of 80 lbs tensile strength. The netting shall have nominal 2 inch by 2 inch openings. Log segments shall have a maximum length of 20 feet, with a minimum diameter as shown in the Plans. Logs shall have a minimum density of 7 lbs/cf.

Stakes shall be untreated Douglas fir, hemlock, or pine species. Wood stakes shall have a notch to secure the rope ties. Rope ties shall be of 1/4 inch diameter commercially available hemp rope.

9-14.5(8) High Visibility Fencing
High visibility fence shall be UV stabilized, orange, high-density polyethylene or polypropylene mesh, and shall be at least 4-feet in height.

Support posts shall be wood or steel in accordance with Standard Plan I-10.10-00. The posts shall have sufficient strength and durability to support the fence through the life of the project.

9-14.6 Plant Materials

9-14.6(1) Description
Bareroot plants are grown in the ground and harvested without soil or growing medium around their roots.

Container plants are grown in pots or flats that prevent root growth beyond the sides and bottom of the container.

Balled and burlapped plants are grown in the ground and harvested with soil around a core of undisturbed roots. This rootball is wrapped in burlap and tied or placed in a wire basket or other supportive structure.

Cuttings are live plant material without a previously developed root system. Source plants for cuttings shall be dormant when cuttings are taken and all cuts shall be made with a sharp instrument. Cuttings may be collected. If cuttings are collected, the requirement to be nursery grown or held in nursery conditions does not apply. Written permission shall be obtained from property owners and provided to the Engineer before cuttings are collected. The Contractor shall
collect cuttings in accordance with applicable sensitive area ordinances. Cuttings shall meet the following requirements:

A. Live branch cuttings shall have flexible top growth with terminal buds and may have side branches. The rooting end shall be cut at an approximate 45 degree angle.

B. Live stake cuttings shall have a straight top cut immediately above a bud. The lower, rooting end shall be cut at an approximate 45 degree angle. Live stakes are cut from one to two year old wood. Live stake cuttings shall be cut and installed with the bark intact with no branches or stems attached, and be ½ to 1 ½ inch in diameter.

C. Live pole cuttings shall have a minimum 2 inch diameter and no more than three branches which shall be pruned back to the first bud from the main stem.

Rhizomes shall be a prostrate or subterranean stem, usually rooting at the nodes and becoming erect at the apex. Rhizomes shall have a minimum of two growth points. Tubers shall be a thickened and short subterranean branch having numerous buds or eyes.

9-14.6(2) Quality
At the time of delivery all plant material furnished shall meet the grades established by the latest edition of the American Standard for Nursery Stock, (ASNS) ANSI Z60.1 and shall conform to the size and acceptable conditions as listed in the Contract, and shall be free of all foreign plant material.

All plant material shall comply with State and Federal laws with respect to inspection for plant diseases and insect infestation.

All plant material shall be purchased from a nursery licensed to sell plants in Washington State.

Live woody or herbaceous plant material, except cuttings, rhizomes, and tubers, shall be vigorous, well formed, with well developed fibrous root systems, free from dead branches, and from damage caused by an absence or an excess of heat or moisture, insects, disease, mechanical or other causes detrimental to good plant development. Evergreen plants shall be well foliated and of good color. Deciduous trees that have solitary leaders shall have only the lateral branches thinned by pruning. All conifer trees shall have only one leader (growing apex) and one terminal bud, and shall not be sheared or shaped. Trees having a damaged or missing leader, multiple leaders, or Y-crotchtes shall be rejected.

Root balls of plant materials shall be solidly held together by a fibrous root system and shall be composed only of the soil in which the plant has been actually growing. Balled and burlapped rootballs shall be securely wrapped with jute burlap or other packing material not injurious to the plant life. Root balls shall be free of weed or foreign plant growth.

Plant materials shall be nursery grown stock. Plant material, with the exception of cuttings, gathered from native stands shall be held under nursery conditions for a minimum of one full growing season, shall be free of all foreign plant material, and meet all of the requirements of these Specifications, the Plans, and the Special Provisions.
Container grown plants shall be plants transplanted into a container and grown in that container sufficiently long for new fibrous roots to have developed so that the root mass will retain its shape and hold together when removed from the container, without having roots that circle the pot. Plant material which is root bound, as determined by the Engineer, shall be rejected. Container plants shall be free of weed or foreign plant growth.

Container sizes for plant material of a larger grade than provided for in the container grown Specifications of the ASNS shall be determined by the volume of the root ball specified in the ASNS for the same size plant material.

All bare root plant materials shall have a heavy fibrous root system and be dormant at the time of planting.

Average height to spread proportions and branching shall be in accordance with the applicable sections, illustrations, and accompanying notes of the ASNS.

Plants specified or identified as “Street Tree Grade” shall be trees with straight trunks, full and symmetrical branching, central leader, and be developed, grown, and propagated with a full branching crown. A “Street Tree Grade” designation requires the highest grade of nursery shade or ornamental tree production which shall be supplied.

Street trees with improperly pruned, broken, or damaged branches, trunk, or root structure shall be rejected. In all cases, whether supplied balled and burlapped or in a container, the root crown (top of root structure) of the tree shall be at the top of the finish soil level. Trees supplied and delivered in a nursery fabric bag will not be accepted.

Plants which have been determined by the Engineer to have suffered damage for the following reasons will be rejected:

1. Girdling of the roots, stem, or a major branch.
2. Deformities of the stem or major branches.
3. Lack of symmetry.
4. Dead or defoliated tops or branches.
5. Defects, injury, and condition which renders the plant unsuitable for its intended use.

Plants that are grafted shall have roots of the same genus as the specified plant.

9-14.6(3) Handling and Shipping
Handling and shipping shall be done in a manner that is not detrimental to the plants. The nursery shall furnish a notice of shipment in triplicate at the time of shipment of each truck load or other lot of plant material. The original copy shall be delivered to the Project Engineer, the duplicate to the consignee and the triplicate shall accompany the shipment to be furnished to the Inspector at the job site. The notice shall contain the following information:
1. Name of shipper.

2. Date of shipment.

3. Name of commodity. (Including all names as specified in the Contract.)

4. Consignee and delivery point.

5. State Contract number.

6. Point from which shipped.

7. Quantity contained.

8. Size. (Height, runner length, caliper, etc. as required.)

9. Signature of shipper by authorized representative.

To acclimate plant materials to Northwest conditions, all plant materials used on a project shall be grown continuously outdoors north of the 42nd Latitude (Oregon-California border) from not later than August 1 of the year prior to the time of planting.

All container grown plants shall be handled by the container.

All balled and burlapped plants shall be handled by the ball.

Plant material shall be packed for shipment in accordance with prevailing practice for the type of plant being shipped, and shall be protected at all times against drying, sun, wind, heat, freezing, and similar detrimental conditions both during shipment and during related handling. Where necessary, plant material shall be temporarily heeled in. When transported in closed vehicles, plants shall receive adequate ventilation to prevent sweating. When transported in open vehicles, plants shall be protected by tarpaulins or other suitable cover material.

9-14.6(4) Tagging
Plants delivered as a single unit of 25 or less of the same size, species, and variety, shall be clearly marked and tagged. Plants delivered in large quantities of more than 25 shall be segregated as to variety, grade, and size; and one plant in each 25, or fraction thereof, of each variety, grade, and size shall be tagged.

9-14.6(5) Inspection
The Contracting Agency will make an inspection of plant material at the source when requested by the Engineer. However, such preliminary approval shall not be considered as final acceptance for payment. Final inspection and approval (or rejection) will only occur when the plant material has been delivered to the Project site. The Contractor shall notify the Engineer, not less than 48 hours in advance, of plant material delivery to the project.
9-14.6(6) Substitution of Plants
No substitution of plant material, species or variety, will be permitted unless evidence is
submitted in writing to the Engineer that a specified plant cannot be obtained and has been
unobtainable since the Award of the Contract. If substitution is permitted, it can be made only
with written approval by the Engineer. The nearest variety, size, and grade, as approved by the
Engineer, shall then be furnished.

Container or balled and burlapped plant material may be substituted for bare root plant material.
Container grown plant material may be substituted for balled and burlapped plant materials. When
substitution is allowed, use current ASNS standards to determine the correct rootball volume
(container or balled and burlapped) of the substituted material that corresponds to that of the
specified material. These substitutions shall be approved by the Engineer and be at no cost to the
Contracting Agency.

9-14.6(7) Temporary Storage
Plants stored under temporary conditions prior to installation shall be the responsibility of the
Contractor.

Plants stored on the project shall be protected at all times from extreme weather conditions by
insulating the roots, root balls, or containers with sawdust, soil, compost, bark or wood chips, or
other approved material and shall be kept moist at all times prior to planting.

Cuttings shall continually be shaded and protected from wind. Cuttings shall be protected from
drying at all times and shall be heeled into moist soil or other insulating material or placed in
water if not installed within eight hours of cutting. Cuttings to be stored for later installation shall
be bundled, laid horizontally, and completely buried under 6 inches of water, moist soil or placed
in cold storage at a temperature of 34°F and 90 percent humidity. Cuttings that are not planted
within 24 hours of cutting shall be soaked in water for 24 hours prior to planting. Cuttings taken
when the temperature is higher than 50°F shall not be stored for later use. Cuttings that already
have developed roots shall not be used.

9-14.6(8) Sod
The available grass mixtures on the current market shall be submitted to the Engineer for selection
and approval.

The sod shall be field grown one calendar year or older, have a well developed root structure, and
be free of all weeds, disease, and insect damage.

Prior to cutting, the sod shall be green, in an active and vigorous state of growth, and mowed to a
height not exceeding 1 inch.

The sod shall be cut with a minimum of 1 inch of soil adhering.

9-14.7 Stakes, Guys, and Wrapping
Stakes shall be installed as shown in the Plans.

Commercial plant ties may be used in lieu of hose and wire guying upon approval of the Engineer.
The minimum size of wire used for guying shall be 12 gauge, soft drawn.
Hose for guying shall be nylon, rubber, or reinforced plastic and shall have an inside diameter of at least 1 inch.

Tree wrap shall be a crinkled waterproof paper weighing not less than 4.0 pounds per 100 square feet and shall be made up of two sheets cemented together with asphalt.
Special Provisions
SPECIAL PROVISIONS

FC 3416 – W. BIRCHFIELD RD.
Demolition Project
Yakima County, Washington

The English version of the 2010 Standard Specifications for Road, Bridge and Municipal Construction as prepared by the Washington State Department of Transportation and the American Public Works Association, Washington State Chapter are hereby incorporated into this contract as Standard Specifications.

The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2010 Standard Specifications for Road, Bridge and Municipal Construction, and the foregoing Amendments to the Standard Specifications.

Several types of Special Provisions are included in this contract; General, Region, Bridges and Structures, and Project Specific. Special Provisions types are differentiated as follows:

(date) General Special Provision
(******) Notes a revision to a General Special Provision
and also notes a Project Specific Special Provision.
(R regions) Region Special Provision
(BSP date) Bridges and Structures Special Provision

General Special Provisions are similar to Standard Specifications in that they typically apply to many projects, usually in more than one Region. Usually, the only difference from one project to another is the inclusion of variable project data, inserted as a “fill-in”.

Region Special Provisions are commonly applicable within the designated Region. Region designations are as follows:

<table>
<thead>
<tr>
<th>Regions</th>
<th>Region</th>
</tr>
</thead>
<tbody>
<tr>
<td>ER</td>
<td>Eastern Region</td>
</tr>
<tr>
<td>NCR</td>
<td>North Central Region</td>
</tr>
<tr>
<td>NWR</td>
<td>Northwest Region</td>
</tr>
<tr>
<td>OR</td>
<td>Olympic Region</td>
</tr>
<tr>
<td>SCR</td>
<td>South Central Region</td>
</tr>
<tr>
<td>SWR</td>
<td>Southwest Region</td>
</tr>
<tr>
<td>WSF</td>
<td>Washington State Ferries Division</td>
</tr>
</tbody>
</table>

Bridges and Structures Special Provisions are similar to Standard Specifications in that they typically apply to many projects, usually in more than one Region. Usually, the only difference from one project to another is the inclusion of variable project data, inserted as a “fill-in”.

Project Specific Special Provisions normally appear only in the contract for which they were developed.
DIVISION 1
GENERAL REQUIREMENTS

DESCRIPTION OF WORK
(******)

The work to be performed under this Contract consists of the removal and disposal of buildings and other cleanup at two locations: 3102 W. Birchfield Rd. and 1630 S. Keys Rd., Yakima Washington, all in accordance with the attached Contract Plans, these Special Provisions, and the Standard Specifications and Amendments thereto.

The structures on W. Birchfield Rd. and S. Keys Rd., to be removed, are located in Section 28, Township 13 North, Range 19 East, Willamette Meridian. The Parcel Numbers are 191328-21008, 191328-21009, 191328-31012 and 191328-31013.

The quantities of work indicated in the proposal are to be considered as estimates and are for comparative bidding purposes only. All payments shall be made on the basis of actual field measurement of Contract work completed.

FUNDS

(******)
Yakima County Surface Water funds are involved in this demolition project.

SECTION 1-01 DEFINITIONS AND TERMS

1-01.3 Definitions
(September 12, 2008 APWA GSP)

This Section is supplemented with the following:

All references in the Standard Specifications to the terms “State”, “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

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

The venue of all causes of action arising from the advertisement, award, execution, and performance of the contract shall be in the Superior Court of the County where the Contracting Agency’s headquarters are located.

Additive
A supplemental unit of work or group of bid items, identified separately in the 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
proposal, from which the Contracting Agency may make a choice between different methods
or material of construction for performing the same work.

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.

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, and only
minor incidental work, replacement of temporary substitute facilities, or correction or
repair remains for the physical completion of the total contract.

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

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

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

Notice of Award
The written notice from the Contracting Agency to the successful bidder signifying the
Contracting Agency’s acceptance of the bid.
Notice to Proceed
The written notice from the Contracting Agency or Engineer to the Contractor authorizing
and directing the Contractor to proceed with the work 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 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders
Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder
(January 24, 2011 APWA GSP)

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

1-02.2 Plans and Specifications
(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call
for Bids (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no
cost as detailed below:

<table>
<thead>
<tr>
<th>To Prime Contractor</th>
<th>No. of Sets</th>
<th>Basis of Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reduced plans (11&quot; x 17&quot;)</td>
<td>4</td>
<td>Furnished automatically upon award.</td>
</tr>
<tr>
<td>Contract Provisions</td>
<td>4</td>
<td>Furnished automatically upon award.</td>
</tr>
<tr>
<td>Large plans (e.g., 22&quot; x 34&quot;)</td>
<td>0</td>
<td>Furnished only upon request.</td>
</tr>
</tbody>
</table>

Additional plans and Contract Provisions may be obtained by the Contractor from the source
stated in the Call for Bids, at the Contractor’s own expense.
1-02.5 Proposal Forms  
(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder’s name, address, telephone number, and signature; the bidder’s D/M/WBE commitment, if applicable; a State of Washington Contractor’s Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

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

1-02.7 Bid Deposit  
(October 1, 2005 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

1-02.9 Delivery of Proposal  
(January 24, 2011 APWA GSP)

Delete this section and replace it with the following:

Each proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Advertisement for Bids clearly marked on the outside of the
envelope, or as otherwise required in the Bid Documents, to ensure proper handling and
delivery.

The Contracting Agency will not consider Proposals it receives after the time fixed for
opening Bids in the call for Bids.

1-02.13 Irregular Proposals
(March 25, 2009 APWA GSP)

Revise item 1 to read:

1. A proposal will be considered irregular and will be rejected if:
   a. The Bidder is not prequalified when so required;
   b. The authorized proposal form furnished by the Contracting Agency is not used or
      is altered;
   c. The completed proposal form contains any unauthorized additions, deletions,
      alternate Bids, or conditions;
   d. The Bidder adds provisions reserving the right to reject or accept the award, or
      enter into the Contract;
   e. A price per unit cannot be determined from the Bid Proposal;
   f. The Proposal form is not properly executed;
   g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable,
      as required in Section 1-02.6;
   h. The Bidder fails to submit or properly complete a Disadvantaged, Minority or
      Women’s Business Enterprise Certification, if applicable, as required in Section
      1-02.6;
   i. The Bid Proposal does not constitute a definite and unqualified offer to meet the
      material terms of the Bid invitation; or
   j. More than one proposal is submitted for the same project from a Bidder under the
      same or different names.

1-02.14 Disqualification of Bidders
(March 25, 2009 APWA GSP, Option B)

Delete this Section and replace it with the following:

A Bidder will be deemed not responsible if:
1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW
   39.04.350(1), as amended; or
2. evidence of collusion exists with any other Bidder or potential Bidder.
   Participants in collusion will be restricted from submitting further bids; or
3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the work
   or to the full extent of the bid, or to the extent that the bid exceeds the authorized
   prequalification amount as may have been determined by a prequalification of the
   Bidder; or
4. an unsatisfactory performance record exists based on past or current Contracting
   Agency work or for work done for others, as judged from the standpoint of
   conduct of the work; workmanship; or progress; affirmative action; equal
   employment opportunity practices; termination for cause; or Disadvantaged
Business Enterprise, Minority Business Enterprise, or Women’s Business Enterprise utilization; or
5. there is uncompleted work (Contracting Agency or otherwise), which in the opinion of the Contracting Agency might hinder or prevent the prompt completion of the work bid upon; or
6. the Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the Contracting Agency; or
7. the Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the Contracting Agency; or
8. the Bidder is unable, financially or otherwise, to perform the work, in the opinion of the Contracting Agency; or
9. there are any other reasons deemed proper by the Contracting Agency.

As evidence that the Bidder meets the bidder responsibility criteria above, the apparent two lowest Bidders must submit to the Contracting Agency within 24 hours of the bid submittal deadline, documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all applicable responsibility criteria, including all documentation specifically listed in the supplemental criteria. The Contracting Agency reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess bidder responsibility.

The basis for evaluation of Bidder compliance with these supplemental criteria shall be any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) which any reasonable owner would rely on for determining such compliance, including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from owners for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the Contracting Agency’s determination by presenting its appeal to the Contracting Agency. The Contracting Agency will consider the appeal before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the final determination.

1-02.15 Pre Award Information
(October 1, 2005 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. A copy of State of Washington Contractor's Registration, or
8. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

SECTION 1-03 AWARD AND EXECUTION OF 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.

1-03.3 Execution of Contract
(October 1, 2005 APWA GSP)

Revise this section to read:

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

Within 10 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the
contract documents within 10 calendar days after the award date stated above, the
Contracting Agency may grant up to a maximum of 10 additional calendar days for return
of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond
(October 1, 2005 APWA GSP)

Revise the first paragraph to read:

The successful bidder shall provide an executed contract bond for the full contract amount.
This contract bond shall:

1. Be on a Contracting Agency-furnished form;
2. Be signed by an approved surety (or sureties) that:
   a. Is registered with the Washington State Insurance Commissioner, and
   b. Appears on the current Authorized Insurance List in the State of Washington
      published by the Office of the Insurance Commissioner,
3. Be conditioned upon the faithful performance of the contract by the Contractor within the
   prescribed time;
4. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency
   against any claim of direct or indirect loss resulting from the failure:
   a. Of the Contractor (or any of the employees, subcontractors, or lower tier
      subcontractors of the Contractor) to faithfully perform the contract, or
   b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
      Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors,
      materialperson, or any other person who provides supplies or provisions for carrying
      out the work;
5. Be accompanied by a power of attorney for the Surety’s officer empowered to sign the
   bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole
   proprietor or partner). If the Contractor is a corporation, the bond must be signed by the
   president or vice-president, unless accompanied by written proof of the authority of the
   individual signing the bond to bind the corporation (i.e., corporate resolution, power of
   attorney or a letter to such effect by the president or vice-president).

SECTION 1-04 SCOPE OF WORK

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications,
and Addenda
(October 1, 2005 APWA GSP)

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of
precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
1. Addenda,
2. Proposal Form,
3. Special Provisions, including APWA General Special Provisions, if they are included,
4. Contract Plans,
5. Amendments to the Standard Specifications,
6. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
7. Contracting Agency’s Standard Plans (if any), and
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

SECTION 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.

1-05.13 Superintendents, Labor and Equipment of Contractor
(March 25, 2009 APWA GSP)
Revise the seventh paragraph to read:

Whenever the Contracting Agency evaluates the Contractor’s qualifications pursuant to Section 1-02.14, it will take these performance reports into account.

Add the following new section:

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

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

Add the following new section:

1-05.17 Oral Agreements
(October 1, 2005 AWPA GSP)

No oral agreement or conversation with any officer, agent, or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Contracting Agency, unless subsequently put in writing and signed by the Contracting Agency.

SECTION 1-06 CONTROL OF MATERIAL

1-06 Buy America
Section 1-06 is supplemented with the following:

(August 2, 2010)

The major quantities of steel and iron construction material that is permanently incorporated into the project shall consist of American-made materials only. Buy America does not apply to temporary steel items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and falsework.

Minor amounts of foreign steel and iron may be utilized in this project provided the cost of the foreign material used does not exceed one-tenth of one percent of the total contract cost or $2,500.00, whichever is greater.

American-made material is defined as material having all manufacturing processes occurring domestically. To further define the coverage, a domestic product is a manufactured steel material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.

If domestically produced steel billets or iron ingots are exported outside of the area of coverage, as defined above, for any manufacturing process then the resulting product does not conform to the Buy America requirements. Additionally, products manufactured domestically from foreign source steel billets or iron ingots do not conform to the Buy America requirements.
America requirements because the initial melting and mixing of alloys to create the material occurred in a foreign country.

Manufacturing begins with the initial melting and mixing, and continues through the coating stage. Any process which modifies the chemical content, the physical size or shape, or the final finish is considered a manufacturing process. The processes include rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The action of applying a coating to steel or iron is deemed a manufacturing process. Coating includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that protects or enhances the value of steel or iron. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron.

Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced iron ore.

The following are considered to be steel manufacturing processes:

1. Production of steel by any of the following processes:
   a. Open hearth furnace.
   b. Basic oxygen.
   c. Electric furnace.
   d. Direct reduction.

2. Rolling, heat treating, and any other similar processing.

3. Fabrication of the products.
   a. Spinning wire into cable or strand.
   b. Corrugating and rolling into culverts.
   c. Shop fabrication.

A certification of materials origin will be required for any items comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the permanent work. The certification shall be on DOT Form 350-109EF provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as DOT Form 350-109EF.

1-06.2(2) Statistical Evaluation of Materials for Acceptance

Section 1-06.2(2) of the Standard Specifications is deleted.
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.

1-07.2 State Taxes

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

1-07.2 State Sales Tax
(June 27, 2011 APWA GSP)

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

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.
The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

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

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

1-07.2(3) Services

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).
1-07.6 Permits and Licenses

(March 13, 1995)
No hydraulic permits are required for this project unless the Contractor's operations use, divert, obstruct, or change the natural flow or bed of any river or stream, or utilize any of the waters of the State or materials from gravel or sand bars, or from stream beds.

1-07.7 Load Limits

(March 13, 1995)
If the sources of materials provided by the Contractor necessitates hauling over roads other than State Highways, the Contractor shall, at the Contractor's expense, make all arrangements for the use of the haul routes.

1-07.13 Contractor's Responsibility For Work

1-07.13(4) Repair of Damage
(August 6, 2001)

Repair of Damage
Section 1-07.13(4) is revised to read:

The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2) or 1-07.13(3), payment will be made in accordance with Section 1-04.4. Payment will be limited to repair of damaged work only. No payment will be made for delay or disruption of work.

1-07.17 Utilities and Similar Facilities

(April 2, 2007)
Utilities and Similar Facilities
Section 1-07.17 is supplemented with the following:

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

Public and private utilities, or their Contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such adjustment, relocation, replacement, or construction will be done during the prosecution of the work for this project. It is anticipated that utility adjustment, relocation, replacement or construction within the project limits will be completed as follows:

All utility relocation work has been completed, however adjustments will be performed by the various utilities if required during progression of work.

The Contractor shall attend a mandatory utility preconstruction meeting with the Engineer, all affected subcontractors, and all utility owners and their contractors prior to beginning onsite work.
The following addresses and telephone numbers of utility companies or their Contractors that will be adjusting, relocating, replacing or constructing utilities within the project limits are supplied for the Contractor's use:

Call Before You Dig One Call Center 1.811.424.5555
Pacific Power & Light Co. 500 N Keys Road, Yakima, WA 98901 509.575.3158
Charter Communications 1005 N. 16th Ave., Yakima, WA 98902 509.728.2662
Heritage Qwest/ CenturyLink 8 S. 2nd Ave., Rm. 304, Yakima, WA 98904 509.575.7185
Terrace Heights Sewer Dist. 186 Iron Horse Court, Suite 100, Yakima, WA 98901
Cascade Natural Gas 701 S. 1st Ave., Yakima, WA 98902 509.457.5905

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance
(January 24, 2011 APWA GSP)

1-07.18(1) General Requirements
A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

B. The Contractor shall keep this insurance in force during the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. below).

C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

D. The insurance policies shall contain a "cross liability" provision.

E. The Contractor's and all subcontractors' insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or insurance pool coverage.

F. The Contractor shall provide the Contracting Agency and all Additional Insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).

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

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

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

1-07.18(2) Additional Insured

All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

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

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.

1-07.18(3) Subcontractors

Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall provide evidence of such insurance.

1-07.18(4) Evidence of Insurance

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.

2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as Additional Insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.

3. Any other amendatory endorsements to show the coverage required herein.
1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Providing
coverage in these stated minimum limits shall not be construed to relieve the Contractor from
liability in excess of such limits. All deductibles and self-insured retentions must be disclosed
and are subject to approval by the Contracting Agency. The cost of any claim payments falling
within the deductible shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

A policy of Commercial General Liability Insurance, including:

Per project aggregate
Premises/Operations Liability
Products/Completed Operations – for a period of one year following final acceptance of the
work.
Personal/Advertising Injury
Contractual Liability
Independent Contractors Liability
Stop Gap / Employers’ Liability
Explosion, Collapse, or Underground Property Damage (XCU)
Blasting (only required when the Contractor’s work under this Contract includes exposures to
which this specified coverage responds)

Such policy must provide the following minimum limits:

$1,000,000 Each Occurrence
$2,000,000 General Aggregate
$1,000,000 Products & Completed Operations Aggregate
$1,000,000 Personal & Advertising Injury, each offence

Stop Gap / Employers’ Liability

$1,000,000 Each Accident
$1,000,000 Disease - Policy Limit
$1,000,000 Disease - Each Employee

1-07.18(5)B Automobile Liability

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90
endorsement and a CA 9948 endorsement attached if “pollutants” are to be transported. Such
policy(ies) must provide the following minimum limit: $1,000,000 combined single limit

1-07.18(5)C Workers’ Compensation

The Contractor shall comply with Workers’ Compensation coverage as required by the Industrial
Insurance laws of the state of Washington.
I-07.23 Public Convenience And Safety

(April 2, 2007)

Work Zone Clear Zone
The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor’s operations and does not apply to preexisting conditions or permanent work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.

During nonworking hours equipment or materials shall not be within the WZCZ unless they are protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be permitted only if the Engineer approves the installation and location.

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

The Contractor's nonessential vehicles and employees private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval.

Minimum WZCZ distances are measured from the edge of traveled way and will be determined as follows:

<table>
<thead>
<tr>
<th>Posted Speed</th>
<th>Distance From Traveled Way (Feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>35 mph or less</td>
<td>10 *</td>
</tr>
<tr>
<td>40 mph</td>
<td>15</td>
</tr>
<tr>
<td>45 to 55 mph</td>
<td>20</td>
</tr>
<tr>
<td>60 mph or greater</td>
<td>30</td>
</tr>
</tbody>
</table>

* or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

I-07.24 Rights Of Way
(October 1, 2005 APWA GSP)

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

Street right of way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor’s construction activities shall be confined within these limits, unless arrangements for use of private property are made.
Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor’s attention by a duly issued Addendum.

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

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

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

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

SECTION 1-08 PROSECUTION AND PROGRESS

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 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.

1-08.4 Prosecution of Work

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

1-08.4 Notice to Proceed and Prosecution of Work
(June 27, 2011 APWA GSP)

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

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

1-08.5 Time For Completion

(March 13, 1995)
Section 1-08.5 is supplemented with the following:

The project shall be physically completed in 15 working days.
1-08.5 Time for Completion
(June 28, 2007 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

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

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor elects to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and

2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
   a. Certified Payrolls (Federal-aid Projects)
   b. Material Acceptance Certification Documents
   d. Final Contract Voucher Certification
   e. Property owner releases per Section 1-07.24

1-09 MEASUREMENT AND PAYMENT

1-09.6 Force Account
(October 10, 2008 APWA GSP)

Supplement this section with the following:
The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common proposal for Bidders. 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 on the basis of the amount of work actually authorized by Engineer.

I-09.9 Payments
(June 27, 2011 APWA GSP, Option A)

Supplement this section with the following:

Lump sum item breakdowns are not required when the bid price for the lump sum item is less than $20,000.

I-09.9 Payments
(June 27, 2011 APWA GSP, Option B)

Delete the fourth paragraph and replace it with the following:

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 payment. 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 I-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.

1-09.13(3) Claims $250,000 or Less
(October 1, 2005 APWA GSP; may be used on FHWA-funded projects)

Delete this Section and replace it with the following:

The Contractor and the Contracting Agency mutually agree that those claims that total $250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1-09.13(3)A Administration of Arbitration
(October 1, 2005 APWA GSP)

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters are located. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the contract as a basis for decisions.

SECTION 1-10 TEMPORARY TRAFFIC CONTROL

1-10.1(2) Description
(December 1, 2008)

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

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:

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

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

The American Traffic Safety Services Association
15 Riverside Parkway, Suite 100
Fredericksburg, Virginia 22406-1022
DIVISION 2
EARTHWORK

SECTION 2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 General
(******)

The Contractor shall have a "Good Faith Survey" performed by a certified AHERA building inspector to check for asbestos materials prior to beginning demolition for the buildings at the W. Birchfield Rd. location. If the survey indicates the presence of asbestos material, the cost for removal and disposal will be as provided in Section 1-04.7.

The following are specific requirements that shall be met for this phase of the project:

A. Contractor shall file a “Notice of Demolition and Renovation” with Yakima County Clean Air Authority. Copy shall be provided to Yakima County.

B. The Contractor shall obtain a Demolition Permit as required by Yakima County Public Services Building and Fire Division.

2-02.3 Construction Requirements

Section 2-02.3 of the Standard Specifications is supplemented with the following:

(September 30, 1996)

Asbestos Handling And Disposal

Prior to performance of any contract work, the Contractor shall obtain all permits from, and provide notification to, the Washington State Department of Labor and Industries, the U.S. EPA, the local air pollution control agency, and other permitting and regulatory agencies with jurisdiction over the work involving asbestos as the law requires.

Prior to commencing asbestos related work, the Contractor shall provide the Engineer with written verification of approvals and notifications that have been given and/or obtained from the required jurisdictional agencies, and the Contractor’s schedule for all work involving asbestos removal. The schedule shall include the sequencing and scheduling of asbestos related work, and coordination with subcontractors. The Contractor shall notify the Engineer when all approvals have been received and notifications have been made, as required by the agencies involved.

The Contractor shall ensure the safety of all workers, visitors to the site, and the general public in accordance with all applicable laws, rules, and regulations.

The Contractor shall designate a Washington State Certified Asbestos Supervisor (CAS) to personally supervise the asbestos removal and to ensure that the handling and removal of asbestos is accomplished by certified asbestos workers, pursuant to Washington State
Department of Labor and Industries standards. The Contractor shall ensure that the removal and disposal of asbestos meets the requirements of EPA regulation 40 CFR Part 61, local health department regulations, and all other applicable regulations.

(******)

Prior to beginning any demolition or removal, the Contractor shall verify that all public utilities have been located and disconnected from the structures. The Contractor shall notify the Engineer immediately if any utilities are found to be connected.

The Contractor shall verify, prior to commencing demolition operations, that none of the structures are occupied. If persons are found to be in the structures, the Contractor shall cease operations and contact the Engineer immediately. The Contractor shall also verify that no domestic animals remain in or around any of the structures.

If previously unknown underground fuel or heating oil storage tanks are located, they shall be removed and disposed of in accordance with applicable requirements and regulations. Cost for removal and disposal of these unknown tanks will be as provided in Section 1-04.7.

If 8" asbestos concrete pipe is found to be friable, it shall be removed and disposed of in accordance with applicable requirements and regulations. Cost for removal and disposal of this asbestos concrete pipe will be paid for by Force Account.

The Contractor shall shut off, cap, and otherwise protect existing public utility lines in accordance with the requirements of the public agency or utility having jurisdiction. Any active, or recently active, septic tanks shall be pumped, cleaned and demolished in accordance with the Yakima County Health District.

The Contractor shall install and maintain all applicable traffic control measures necessary to perform the work. All costs associated with the furnishing, installing and maintaining of these signs, barricades, flaggers, etc. shall be included in the unit contract prices and no further payment will be made.

The Contractor will be allowed to move any and all of the buildings, without demolition, as long as all permitting requirements have been met. No additional compensation will be made for the transportation of the buildings and structures.

The sites shall be left clean of any construction debris, or garbage. The building areas shall be graded to provide a smooth appearance once the buildings and structures have been removed. The import of any borrow material (if required) to fill crawl space areas shall be incidental.

The Contractor is encouraged to recycle any and all materials from the demolition of these buildings and structures. No additional compensation for the reuse or recycling of these materials will be made.

All material to be removed from the buildings and structures shall become the property of the Contractor and shall be removed from the site. No disposal site has been provided for the refuse from these buildings and structures.
All disposal and/or salvage shall be off site and shall be at the discretion of the demolition contractor except where applicable ordinances, statutes, and laws require otherwise. Written notice of demolition shall be given the Yakima County Clean Air Authority, on their form, 10 days prior to beginning work.

**Specific Site Work**

At the address as detailed herein, specific site work shall be accomplished: (Including, but not limited to the following)

**FC 3416 – W. Birchfield Rd.**
(3102 W. Birchfield Rd.)

- Remove and/or demolish and dispose of all buildings, including all footings and foundations located on the property.
- Fill crawl-space areas with compacted backfill material.
- Remove all existing water, septic and irrigation lines.
- Locate existing well, remove and/or demolish well house 3 feet below ground level.
- Locate, clean, remove and/or demolish existing septic tanks, in accordance with local regulations.
- Pump and remove underground fuel and heating oil storage tanks, in accordance with applicable requirements and regulations.
- Remove concrete sidewalks and steps.
- Remove all concrete/ asphalt pads, asphalt driveways, fencing, poles and miscellaneous debris.
- Remove and backfill cattle guard.
- Contractor shall take care to limit amount of vegetation removal to minimize the amount of bare dirt, which could cause a dust problem.

**FC 3416 – W. Birchfield Rd.**
(1630 S. Keys Rd.)

- Remove and/or demolish and dispose of lift station, including all footings and foundations located on the property.
- Fill demolition area with compacted backfill material.
- Remove defined existing 8” asbestos concrete pipe lines and dispose, pursuant to Washington State Department of Labor and Industries standards.
- Cap any remaining pipes other than removed section.
- Remove asphalt pad and chain link fencing.

**2.02.4 Measurement**

Section 2-02.4 of the Standard Specifications is supplemented with the following:

No Specific unit of measurement shall apply to the lump sum items of "Asbestos Inspection".

No Specific unit of measurement shall apply to the lump sum items of "Removal of Lift Station".

FC 3416, W. Birchfield Rd.
Demolition Project
2-02.5 Payment

(******)

Section 2-02.3 of the Standard Specifications is supplemented with the following:

The Contract Unit Price for "Asbestos Inspection" per Lump Sum, shall be full compensation for all labor, tools, and testing necessary to prepare the Good Faith Survey asbestos inspection report, for all of the buildings.

The Contract Unit Price for "Removal of Lift Station" per Lump Sum, shall be full compensation for all material, labor, tools, and equipment necessary to complete the work as specified and no further payment shall be made.
Prevailing Wage Rates
For Applicable Prevailing Wage Rates please download or print from the Washington Department of Labor & Industries web site link on the Bid Date as stated below:

http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp
Standard Plans
STANDARD PLANS  
August 1, 2011

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 09-013, effective August 1, 2011 is made a part of this contract.

The Standard Plans are revised as follows:

**B-10.20 and B10.40**
Substitute “step” in lieu of “handhold” on plan

**C-14a**
SECTION B, callout – 1½” PVC CONDUIT (TYP.) is revised to read: 1½” PVC CONDUIT (TYP.) callout (mark) 8 #9 ~ 36” (TYP.) is revised to read: callout (mark) 8 #8 ~ 36” (TYP.)
EPoxy BAR EXPANSION JOINT DETAIL, callout (mark) W #9 (epoxy coated symbol) ~ 36” (TYP.) is revised to read: callout (mark) 8 #8 (epoxy coated symbol) ~ 36” (TYP.)

**C-23.60**
Note 4. For anchor post assembly details, see Standard Plan C-1b. Use detail on this plan for wood breakaway post. (No block on this post)

Is revised as follows:

Note 4. For anchor post assembly details, refer to standard plan C-1b for Sim. Installation, with the exception of using the wood breakaway post detail, this plan. (No block on this post). Typical for both steel or wood guardrail runs.

**G-24.40**
Existing callout - CORNER BOLT (TYP.)
New callout - CORNER BOLT OR SHOULDER BOLT (TYP.)

**J-1f**
Note 2, reference to J-7d is revised to J-15.15
References to J-9a (3 instances) are revised to J-60.05

**J-3b**
Sheet 2 of 2, Plan View of Service Cabinet, Boxed Note, “SEE STANDARD PLAN J-6C…” is revised to read: “SEE STANDARD PLAN J-10.10…”
Sheet 2 of 2, Plan View of Service Cabinet Notes, references to Std. Plan J-9a are revised to J-60.05 (3 instances).

**J-7c**
Note 3, reference to J-7d is revised to J-15.15

**J-16b**
Key Note 1, reference to J-16a is revised to J-40.36

**J-16c**
Key Note 1, reference to J-16a is revised to J-40.36
J-20.10
Sheet 2, 2-Way Mounting Angle Detail,
Dimension 1.625" is revised to 1.8125"
Dimension 2.375" is revised to 2.1875"

J-75.40
Monotube Sign Structure, elevation, callout – EQUIPMENT GROUNDING CONDUCTOR ~
SIZE PER NEC. MINIMUM SIZE # 8
Is revised to read; EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC minimum
size # 4 AWG
Detail C, callout– EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL
REINFORCING BAR, SIZE PER NEC MIN. SIZE # 8
Is revised to read; EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL
REINFORCING BAR, SIZE PER NEC minimum size # 4 AWG

J-75.45
elevation, callout – EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC.
MINIMUM SIZE # 8
Is revised to read:
EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC minimum size # 4 AWG
Detail D, callout– EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL
REINFORCING BAR, SIZE PER NEC. MIN. SIZE # 8
Is revised to read:
EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL REINFORCING BAR,
SIZE PER NEC minimum size # 4 AWG

K-80.30
In the NARROW BASE, END view, the reference to Std. Plan C-8e is revised to Std. Plan
K-80.35
The following are the Standard Plan numbers applicable at the time this project was advertised.
The date shown with each plan number is the publication approval date shown in the lower
right-hand corner of that plan. Standard Plans showing different dates shall not be used in this
contract.

A-10.10-00......8/07/07  A-30.35-00......10/12/07  A-50.20-01......9/22/09
A-10.20-00......10/05/07  A-40.00-00......8/11/09  A-50.30-00......11/17/08
A-10.30-00......10/05/07  A-40.10-   A-50.40-00......11/17/08
     02.............6/2/11
A-20.10-00......8/31/07  A-40.15-00......8/11/09  A-60.10-01......10/14/09
A-30.10-00......11/08/07  A-40.20-00......9/20/07  A-60.20-
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Site Plans
FC 3416
W. Birchfield Rd.
Demolition Project
Approximate Underground Tank Locations

HOUSE

38" dia. X 57"

44" dia. X 147"

38" dia. X 62"
NOTE: Remove all remaining utility poles on property.