

2950-1359-2024
March 26, 2024



SW-C1356

PROJECT MANUAL

FOR

CULVERT REPLACEMENT

AT

LAKE SYLVIA STATE PARK

IN

GRAYS HARBOR COUNTY

BID OPENING: 1:00 P.M., THURSDAY, MAY 16, 2024

**WASHINGTON STATE PARKS & RECREATION COMMISSION
1111 ISRAEL ROAD SW
TUMWATER, WA 98501-6512
POST OFFICE BOX 42650
OLYMPIA, WASHINGTON 98504-2650**



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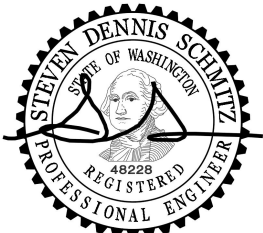
Approved for Construction *Heather Saunders*
Heather Saunders, Director of Parks Development

WASHINGTON STATE PARKS AND RECREATION COMMISSION
1111 ISRAEL ROAD SW
TUMWATER, WASHINGTON 9501-6512
P.O. BOX 42650
OLYMPIA, WASHINGTON 98504-2650


**LAKE SYLVIA STATE PARK
CULVERT REPLACEMENT**

The following sections of the Technical Specifications contained, herein, have been prepared by or under the supervision of the licensee described under "Prepared by" in the following table:

Section No.	Section Name	Prepared by
8-02	Roadside Restoration	 02-23-2024 Matthew Thomas Miskovic KPFF Consulting Engineers
9-14	Erosion Control and Roadside Planting	

Section No.	Section Name	Prepared by
5-04	Hot Mix Asphalt	 02-23-2024 Steven Dennis Schmitz KPFF Consulting Engineers
7-09	Water Mains	
7-12	Valves for Water Mains	
7-17	Sanitary Sewers	
7-20	Temporary Utility Relocation	
8-11	Guardrail	
8-14	Cement Concrete Sidewalks	
8-21	Permanent Signing	

**LAKE SYLVIA STATE PARK
CULVERT REPLACEMENT**

Section No.	Section Name	Prepared by
6-01	Bridge Unloading and Installation	 <p data-bbox="1045 789 1360 821">KPFF Consulting Engineers</p>
6-07	Painting	
6-13	Structural Earth Walls	
6-14	Geosynthetic Retaining Walls	

Diana Dupuis,
Director



STATE OF WASHINGTON
WASHINGTON STATE PARKS AND RECREATION COMMISSION

1111 Israel Road SW • PO Box 42650 • Olympia, WA 98504-2650 • (360) 902-8500
Internet Address: <http://www.parks.wa.gov>

April 23, 2024

Re: **Letter of Advertisement – Lake Sylvia State Park – Culvert Replacement – SW-C1356**

To whom it may concern:

Please publish the following legal advertisement under your “Advertisement for Bid” section for two (2) consecutive days beginning on **Friday, April 26, 2024**, or at your earliest possible convenience. An Affidavit of Publication will be required by this office. A voucher form is enclosed for your convenience in billing.

ADVERTISEMENT FOR BID

Sealed proposals will be received for the following project:

Lake Sylvia State Park – Culvert Replacement

PROJECT DESCRIPTION:	This Contract includes replacement of a culvert and rehabilitation of the access road to Lake Sylvia State Park with a 41.5' span steel bridge on structural earth wall abutments. The prefabricated steel bridge is furnished by Owner
PROJECT LOCATION:	The project is located at Lake Sylvia State Park: 181 N. Lake Sylvia Road, Montesano WA in Grays Harbor County
ESTIMATED BID RANGE:	\$ 1,180,000.00 - \$ 1,330,000.00
BID OPENING TIME:	1:00 PM on Thursday, May 16, 2024
PREBID WALKTHROUGH:	10:00 AM on Wednesday, May 01, 2024. Meet at the Lake Sylvia State Park Day Use Area Parking Lot. https://maps.app.goo.gl/EyShKpxMiv8pge4x9

PLANS, SPECIFICATIONS, ADDENDA, AND PLAN HOLDERS LIST: Are available on-line through Builders Exchange of Washington, Inc. at <http://www.bxwa.com>. Click on: “bxwa.com”; “Posted Projects”; “Public Works”, “Washington State Parks & Recreation”, and “05/16/2024”. (Note: Bidders are encouraged to “Register as a Bidder”, in order to receive automatic email notification of future addenda and to be placed on the “Bidders

List". This service is provided free of charge to Prime Bidders, Subcontractors, and Vendors bidding this project.)

"PLANS MAY ALSO BE VIEWED THROUGH: Builders Exchange, Everett WA; Associated Builders And Contractors, Spokane WA; Tri City Construction Council, Kennewick WA; Daily Journal of Commerce, Seattle WA; Weekly Construction Reporter, Bellingham WA; Daily Journal Of Commerce Plan Center, Portland OR; Southwest Washington Contractors Association, Vancouver WA; Lower Columbia Contractor Plan Center, Longview WA.

Alternatively, bidders have the option to access Bid Documents, including Specifications and Drawings, at www.parks.wa.gov/contracts by clicking on the Construction Projects link for reference purposes. However, the official channel for notifications is through the Builders Exchange of Washington.

Technical questions regarding this project shall be directed to: **Matthew Miskovic, PE**, Owner's Representative, at telephone: **(360) 359-3820**, email: matthew.miskovic@kpf.com

Bid Results will be published on the State Parks Builders Exchange of Washington webroom and in the Construction Projects section at www.parks.wa.gov/contracts after the bid opening. This practice ensures that those involved and interested can readily view bid outcomes, enhancing transparency and efficiency in the bidding process.

This project is funded through a sub-recipient grant from FEMA through the Emergency Management Division of the Washington Military Department (EMD). EMD has five (5) working days to review bid tabs and low bidder(s).

The State of Washington prevailing wage rates are applicable for this public works project. Bidders are responsible to verify and use the most recent prevailing wage rates. The "Effective Date" for this project is the bid submittal time and date above.

Bidder Responsibility will be evaluated for this project. In determining bidder responsibility, the Owner shall consider an overall accounting of the criteria set forth in Division 00 – Instructions To Bidders. Please direct questions regarding this subject to the office of the Project Engineer.

Mandatory 15% apprentice labor hours of the total labor hours are a requirement of this construction contract. Voluntary workforce diversity goals for this apprentice participation are identified in the Instructions to Bidders. Bidders may contact the Department of Labor & Industries, Apprenticeship Section, to obtain information on available apprenticeship programs.

Per RCW 39.30.060, when the base bid combined with any alternates totals one million dollars or more, the Bidder must list the Subcontractors they intend to use for structural steel, rebar installation, heating, ventilation, and air conditioning (HVAC), plumbing, and electrical work on the Subcontractor Utilization List form for this project.

The successful Bidder is required to complete their vendor registration in Access Equity, a secure B2GNow online vendor management system. Prime Contractors already registered with B2GNow for any public entity must ensure their information is up to date. The system can be accessed either directly at <https://omwbe.diversitycompliance.com/> or via the Office of Minority and Women's Business Enterprises (OMWBE) website at <https://omwbe.wa.gov/>.

For this project, voluntary diversity goals have been set: 10% for Minority Business Enterprises (MBE), 6% for Women's Business Enterprises (WBE), 5% for Washington Small Businesses, and 5% for Veteran-owned businesses. While meeting these goals is not mandatory, it is strongly encouraged to promote diversity in business participation.

Bidders may contact the Office of Minority and Women's Business Enterprise (OMWBE) at <http://omwbe.wa.gov/> to obtain information on certified firms. Bidders may also utilize Washington Small Businesses registered in WEBS at <https://pr-webs-vendor.des.wa.gov/> and Veteran-owned Businesses at <https://www.dva.wa.gov/veterans-their-families/veteran-ownedbusinesses/vob-search>.

Washington State Parks reserves the right to accept or reject any or all proposals and to waive informalities.

Sincerely,



Brett Taylor, Contracts Specialist 2
Contracts and Grants Program

BAT

cc: Miles Wenzel, Region Manager
Kyle Murphy, Capital Program Manager
Brian Yearout, Project Representative
Joseph Fernandez, Area Manager

**LAKE SYLVIA STATE PARK
CULVERT REPLACEMENT**

"ADVERTISEMENT FOR BID" LETTERS

INVITATION TO BID	i - ii
INSTRUCTIONS TO BIDDERS	15 pages
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SUPPLEMENTAL RESPONSIBILITY CRITERIA	10 pages
AVAILABLE INFORMATION	
Geotechnical Report.....	17 pages
SUMMARY OF PAY ITEMS AND QUANTITIES	2 pages
BID PROPOSAL FORM.....	7 pages
GENERAL CONDITIONS	41 pages
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DIVISION 1 - GENERAL REQUIREMENTS	
Section 010000 - General Requirements	5 pages
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Section 012300 – Alternates.....	2 Pages
Section 013300 – Submittal Procedures	4 pages
Section 013501 – Inadvertent Discoveries of Cultural Resources and Human Skeletal Remains	5 pages
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DIVISION 5 – 9 TECHNICAL DIVISIONS – WSDOT SPECIAL PROVISIONS	35 pages
Division 5 – Surface Treatments & Pavements	
Division 6 - Bridge Unloading & Installation	
Division 7 – Drainage Structures, Storm Sewers, Sanitary Sewers, Water Mains, and Conduits	
Division 8 – Miscellaneous Construction	
Division 9 - Materials	
END OF SECTION	

**LAKE SYLVIA STATE PARK
CULVERT REPLACEMENT**

INVITATION TO BID

1.1 SPECIAL NOTICES

- A. Park Closure: Reservations for Lake Sylvania State Park will be closed from June 10, 2024 to September 30, 2024. No onsite work may take place prior to June 17, 2024.
- B. In-Water Work Window: The permitted in-water work window allowed by the HPA begins on June 25, 2024 and ends on August 31, 2024.

1.2 RESPONSIBILITY

- A. In addition to the requirements of RCW 39.04.350, The Bidder shall have successfully completed two projects of a similar size and scope in the five years prior to the bid submittal date, as required by the Contract Documents for this project.

1.3 DESCRIPTION OF WORK

- A. This Contract includes replacement of a culvert and rehabilitation of the access road to Lake Sylvania State Park with a 41.5' span steel bridge on structural earth wall abutments. The prefabricated steel bridge is furnished by Owner.

1.4 LOCATION OF PROJECT

- A. The project is located at Lake Sylvania State Park: 1812 N. Lake Sylvania Rd, Montesano, WA 98563 in Grays Harbor County.

Lat: 46.99505, Long: -123.59565.

1.5 TECHNICAL QUESTIONS

- A. Direct project questions to Matthew Miskovic, PE, Project Representative at (360) 359-3820, matthew.miskovic@kpff.com.

1.6 PRE-BID PROJECT SITE TOUR

DATE:	Wednesday, May 01, 2024
TIME:	10:00 am
LOCATION:	Lake Sylvania State Park Day Use Area Parking Lot: https://maps.app.goo.gl/EyShKpxMiv8pge4x9

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1.7 BID OPENING

- A. Bid responses will only be accepted electronically via email/email attachment BidBox@parks.wa.gov. See Section 7.1 of the Instructions to Bidders for expanded details. Subject line shall read: SW-C1356 [YOUR COMPANY NAME]. Bids are due by 1:00 p.m., Thursday, May 16, 2024.
- B. Bid result notification is made by e-mail within two (2) days of the bids due date. Bid results can be obtained on the State Parks webpage at www.parks.wa.gov/contracts or through Builders Exchange of Washington at www.bxwa.com
- C. The Commission reserves the right to accept or reject all bids and to waive informalities. No bidder may withdraw their bid after the bid deadline, or before award of contract, unless award is delayed over thirty (30) days.

1.8 COVID 19

- A. COVID-19 Refer to the Department of Labor & Industries website for requirements regarding any safety plans needed. [Novel Coronavirus Outbreak \(COVID-19\) Resources \(wa.gov\)](http://www.wa.gov/Novel-Coronavirus-Outbreak-(COVID-19)-Resources)

1.9 FOR INFORMATION ON:

- A. Reciprocal Preference, see Instructions to Bidders 2.1 Reciprocal Preference for Resident Contractors.
- B. Apprenticeship Requirements, for projects estimated at or over \$1,000,000, Apprenticeship Participation, Mandatory 15 percent apprentice labor, see Instructions to Bidders 4.1B Apprenticeship Participation.
- C. MWBE goals, see Instructions to Bidders 3.1 Minority And Women's Business Enterprise (MWBE) Utilization.
- D. Modification of Bid, see Instructions to Bidders 8.1 Modification of Bid.
- E. Bid Security, see Instructions to Bidders 11.1 Bid Bond. No particular bid bond form is required.

1.10 ACCESSIBILITY

- A. Sites may not be fully accessible to people with disabilities. Please contact the Project Representative at least five (5) days prior to scheduled pre-bid tour if special accommodations are required for your attendance.

END OF SECTION

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1.1 BIDDER DEFINED

- A. A "*Bidder*" is an entity or person who submits a bid proposal for the work described in the contract documents.
- B. The Bidder must be registered by the Washington State Department of Labor and Industries in accordance with RCW 18.27.020. Insert the contractor registration number, expiration date, Uniform Business Identifier (UBI) number, and federal tax identification number on the Bid Proposal Form in the applicable spaces.

2.1 RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS

- A. In accordance with RCW 39.04.380 the State of Washington is enforcing a Reciprocal Preference for Resident Contractors. Any public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor.

A nonresident contractor from a state that provides a percentage bid preference means a contractor that:

- a) is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts.
- b) at the time of bidding on a public works project, does not have a physical office located in Washington.

The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed, and for an individual, the individual's state of residence.

All nonresident contractors will be evaluated for out of state bidder preference. If the state of the nonresident contractor provides an in-state contractor preference, a comparable percentage disadvantage will be applied to their bid prior to contract award.

This section does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280, or any other procurement exempt from competitive bidding.

- B. A Comparable Percentage Disadvantage (CPD) will be applied to the bid of that nonresident contractor. The CPD is the in-state contractor percent advantage provided by the contractor's home state. For the purpose of determining the successful bidder, multiply the Nonresident Contractor bid amount by the CPD. The "bid amount" is be the total of the base bid and all accepted alternate bid items. The CPD is added to the Nonresident Contractor bid amount which equates to the Nonresident Disadvantage Total. The Nonresident Disadvantage Total is compared to the Washington contractor bid amounts. The bidder with the lowest total is the successful bidder.

See example below.

EXAMPLE: Alaska Nonresident Contractor Bid Amount \$100,000
Multiplied by the Alaska CPD x 0.05
Alaska CPD Total \$ 5,000
Alaska Nonresident Contractor Bid Amount \$100,000
Alaska CPD Total \$ 5,000
Nonresident Disadvantage Total \$105,000*

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* Note – If the Nonresident Disadvantage Total is lower than all other Washington contractor bid amounts, the Alaska Nonresident Contractor is the successful bidder and will be awarded a contract for the bid amount of \$100,000.

If the Nonresident Disadvantage Total is higher than a Washington contractor bid amount, the successful Washington bidder will be awarded a contract for the bid amount.

3.1 MINORITY AND WOMEN'S BUSINESS ENTERPRISE (MWBE) UTILIZATION

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation/invitation or as a subcontractor to a Bidder. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids, no minimum level of MWBE participation is required as a condition for receiving an award, and bids will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

A. VOLUNTARY MWBE GOALS

1. The following voluntary numerical MWBE participation goals have been established for this solicitation:

MBE 10% WBE 6%

2. These goals are voluntary, but achievement of the goals is encouraged. Bidders may contact OMWBE at <http://omwbe.wa.gov/> to obtain information on certified firms.

B. REPORTING REQUIREMENTS

1. If any part of the contract, (including the supply of materials and equipment) is subcontracted using certified MWBE firms during completion of the work, then prior to final acceptance or completion of the contract or as otherwise indicated in the contract documents the Bidder shall submit a statement of participation indicating that MWBEs were used and the dollar value of their subcontracts.
2. The provisions of this section are not intended to replace or otherwise change the requirements of RCW 39.30.060. If said statute is applicable to this contract then the failure to comply with RCW 39.30.060 will still render a bid non-responsive.

C. RECORD KEEPING

1. The Bidder shall maintain, for at least three years after completion of this contract, relevant records and information necessary to document the level of utilization of MWBEs and other businesses as subcontractors and suppliers in this contract as well as any efforts the Bidder makes to increase the participation of MWBEs. The Bidder shall also maintain, for at least three years after completion of this contract, a record of all quotes, bids, estimates, or proposals submitted to the Bidder by all businesses seeking to participate as subcontractors or suppliers in this contract. The State shall have the right to inspect and copy such records. If this contract involves federal funds, Bidder shall comply with all record keeping requirements set forth in any federal rules, regulations, or statutes included or referenced in the contract documents

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D. SUGGESTED EFFORTS TO INCREASE PARTICIPATION BY MWBEs

1. Bidders are encouraged to advertise opportunities for subcontractors or suppliers in a manner reasonably designed to provide MWBEs capable of performing the work with timely notice of such opportunities, and all advertisements shall include a provision encouraging participation by MWBE firms. Advertising may be done through general advertisement (e.g., newspapers, journals, etc.) or by soliciting bids directly from MWBEs.
2. Additional Voluntary Efforts. Bidders are encouraged to:
 - (a) Break down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by MWBEs and other small businesses.
 - (b) Provide interested MWBEs with adequate and timely information about plans, specifications, and requirements of the Contract.
 - (c) Establish delivery schedules, where the requirements of this contract permit, that encourage participation by MWBEs and other small businesses.
 - (d) Reduce bonding requirements where practicable.
 - (e) Utilize the services of available minority community organizations, minority contractor groups, local minority assistance offices, and organizations that provide assistance in the recruitment and placement of MWBEs and other small businesses.
3. The actions described in this section should supplement efforts to provide information to all qualified firms, and nothing in this section is intended to prevent or discourage the Bidders from inviting proposals for participation from non-MWBE firms as well as MWBE firms.

E. NON-DISCRIMINATION

1. Bidders shall not create barriers to open and fair opportunities for all businesses including MWBEs to participate in all State contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Bidder shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, or the presence of any mental or physical disability in an otherwise qualified disabled person.

F. SANCTIONS

1. Any violation of the mandatory requirements of this part of the contract shall be a material breach of contract for which the Bidder may be subject to a requirement of specific performance, or damages and sanctions provided by contract, by RCW 39.19.090, or by other applicable laws.

3.2 VETERAN-OWNED BUSINESS AND SMALL, MINI, AND MICRO BUSINESS UTILIZATION

The State of Washington encourages participation in all of its contracts by Veteran-owned businesses (defined in RCW 43.60A.010) and located at <http://www.dva.wa.gov/program/certified-veteran-and->

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[servicemember-owned-businesses](#) and Small, Mini and Micro businesses (defined in RCW 39.26.010) which have registered in WEBS at <https://pr-webs-vendor.des.wa.gov/>.

1. The following voluntary numerical WDVA and Small Business participation goals have been established for this solicitation:

WDVA 5% Small Business 5%

2. These goals are voluntary, but achievement of the goals is encouraged. Bidders may search Washington Small Businesses registered in WEBS at <https://pr-webs-vendor.des.wa.gov/> and Veteran-owned Businesses at <https://www.dva.wa.gov/veterans-their-families/veteran-ownedbusinesses/vob-search> to obtain information on registered firms.

4.1 REQUIREMENTS FOR PROJECTS ESTIMATED AT \$1,000,000 OR MORE

- A. Pursuant to [RCW 39.30.060](#), if the base bid combined with the sum of the alternates exceeds one million dollars (\$1,000,000.00) or more for the construction, alteration, or repair of any public building or public work of the state shall require each Bidder to submit as part of the bid the names of subcontractors with whom the Bidder, if awarded the contract, will subcontract for performance of the work of heating, ventilation and air conditioning, plumbing, and electrical, structural steel installation, rebar installation or to name itself for the work. The Bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the Bidder must indicate which subcontractor will be used for which alternate. **Failure of the Bidder to submit as part of the bid, the names of such subcontractors, or to name itself to perform such work, or the naming of two or more subcontractors to perform the same work, shall render the bid as non-responsive and therefore void.**

B. APPRENTICESHIP PARTICIPATION

In projects estimated to cost One Million Dollars or more, be aware that the following requirements will be part of the resulting contract.

In accordance with [RCW 39.04.320](#) (Apprenticeship Training Programs), for all public works estimated by the WSPRC Project Engineer to cost **one million dollars or more**, the state of Washington requires no less than **15% of the labor hours be performed by apprentices**. A contractor or subcontractor may not be required to exceed the 15% requirement. The bid advertisement and Bid Proposal Form shall establish a minimum required percentage of apprentice labor hours compared to the total labor hours.

1. **Incentives** - The Contractor who meets or exceeds this utilization requirement on eligible contracts, will be awarded a monetary incentive described in the Apprentice Utilization Requirements section of the Bid Form.
2. **Penalties** - The Contractor who fails to meet the utilization requirement and fails to demonstrate a Good Faith Effort, as outlined below, is subject to penalties described in the Apprentice Utilization Requirements section of the contract Bid Form. Contractor will receive an invoice payable to the Owner within 30 days.
3. **Cost Value** - The expected cost value associated with meeting the goal is included in the Base Bid as described on the Bid Form.
4. **Utilization Plan** - The Contractor shall provide an Apprentice Utilization Plan (Plan) demonstrating how and when they intend to achieve the Apprenticeship Utilization Requirement. The Plan shall have enough information to track the Contractor's progress in meeting the utilization requirement. The Contractor shall submit the Plan on the Apprentice Utilization Plan template within 10 business days of Notice to Proceed of the

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contract and prior to submitting the first invoice. The Contractor shall provide an updated Plan during the course of construction when there are significant changes to the Plan which may affect their ability to meet the requirement.

- a) The Plan shall be uploaded to the Department of Labor & Industries' (L&I): ***Prevailing Wage Intents and Affidavit (PWIA) system on L&I's website.***
- b) The Plan is not submitted for approval.
- c) It is expected that the Contractor will actively seek out opportunities to meet the Apprentice Utilization Requirement during construction even if the Plan indicates a shortfall in meeting the requirement.
- d) If the Plan indicates that the Contractor will not attain the Apprentice Utilization Requirement, then Contractor must submit "Good Faith Effort" (GFE) documentation with their Plan to L&I's PWIA system.

C. APPRENTICESHIP - GOOD FAITH EFFORT (GFE)

1. **Good Faith Effort (GFE)** documentation shall describe in detail why the Contractor is not or was not able to attain the Apprentice Utilization Requirement.
 - a) Contractors may submit Good Faith Effort (GFE) documentation at any time during the construction.
 - b) All GFE documentation must be submitted no later than 30 days before substantial completion.
 - c) Good Faith Effort (GFE) documentation must be in signed letter format uploaded to the PWIA system and include:
 1. The contract number, title and the apprentice utilization requirements,
 2. The amount of apprentice labor hours the contract can or did attain along with the percentage of labor hours,
 3. Contractors may receive a GFE credit for graduated Apprentice hours through the end of the calendar year for all projects worked on as long as the Apprentice remains continuously employed with the same Contractor they were working for when they graduated. If an Apprentice graduates during employment on a project of significant duration, they may be counted towards a GFE credit for up to one year after their graduation or until the end of the project (whichever comes first). Determination of whether or not Contract requirements were met in good faith will be made by subtracting the hours from the journeyman total reported hours for the project and adding them to the apprentice hour total. If the new utilization percentage meets the Contract requirement, the Contractor will be reported as meeting the requirement in good faith,
 4. Anticipated or actual shortfall (in apprentice labor hours and percentage) and the reason(s) for not attaining the required apprentice labor hours,
 5. Information from one or more of the following areas:
 - (a) Names of any State-Approved Apprentice Training Programs contacted with the name(s) of person(s) contacted and dates of contacts, and a copy of each response from the Training Program(s),
 - (b) Reference Contract Specifications or documents that affected the Contractor's ability to attain apprentice utilization,
 - (c) Discuss efforts the Contractor has taken to require Subcontractors to solicit and employ apprentices,
 6. Backup documentation to the letter consisting of the following:
Letters, emails, phone logs including names dates and outcomes, posters, photos, payrolls, time cards, schedules, copies or references to other contract specifications or documents.

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Additional Resource Information

- (a) For questions regarding how to complete the Apprentice Utilization Plan template or Good Faith Effort documentation, please contact the Project Manager listed in the Bid Advertisement.
- (b) Step-by-step instructions on how to access and navigate the L&I's PWIA system, including uploading required documents can be found on the L&I website.
- (c) Additional information about apprentice utilization on Public Works Project can be found on the L&I website.

5.1 EXAMINATION OF THE WORK SITE AND BIDDING DOCUMENTS

- A. Bidder acknowledges that it has taken steps necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and road; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during the work. The bidder also acknowledges that it has satisfied itself as to character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Owner, as well as from the drawings and specifications made a part of this contract. Any failure of the Bidder to take the actions described and acknowledged in this paragraph will not relieve the Bidder from responsibility for estimating properly the difficulty and cost of successfully performing the work.
- B. No statement by any officer, agent, or employee of the Agency pertaining to the physical conditions of the site of the work will be binding on the Agency other than those statements issued in the contract documents.
- C. Bidders shall promptly notify the Agency of ambiguities, inconsistencies, or errors, if any, which they may discover upon examination of the Bidding Documents or of the site and local conditions.
- D. Interpretations and Clarifications
 - 1) Every request for interpretation or clarification should be submitted to the project representative as listed in the Invitation to Bid. If a Bidder does not have on-line capability, then submit in writing, addressed to the project representative at the address as listed in the Invitation to Bid. To be given consideration the request must be received seven (7) working days prior to the date fixed for the opening of the bids.
 - 2) The Agency's responses, if there are any, which do not change the Scope of Work described in the contract documents may be mailed, delivered, faxed, or by other electronic means, to all planholders of record, at the respective address furnished for such purposes, prior to the date fixed for the receipt of bids. Such letters of clarification shall not be considered part of the contract documents and therefore need not be acknowledged by the Bidders as part of the Bid Form. The Agency will determine at its sole discretion whether or not any clarification or interpretation changes the Scope of Work and should be included in the Contract Documents.

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- 3) Clarifications, interpretations, or supplemental instructions which do change the Scope of Work and or schedule described in the contract documents, will be issued only in the form of written ADDENDA.
- 4) Oral interpretations or clarifications will be without legal effect.

E. Substitutions

- 1) The product, equipment, materials, or methods described or noted within the Bidding Documents, whether currently available or not, are to establish a standard of quality, function, appearance and dimension. A proposed substitution shall have equal attributes in all respects.
- 2) No substitution will be considered unless a written request for approval is submitted by the Contractor, after Award, in accordance with the applicable provisions of Section 012500 of the specifications. If no Section 012500 is available, then see section 016000 Product Requirements, sub-section 1.5. Each such request shall describe the proposed substitution in its entirety including name of the material or equipment, drawings, catalog cuts, performance or test data and all other information required for an evaluation. The submittal shall also include a statement noting all changes required in adjoining, dependent or other interrelated work necessitated by the incorporation of the proposed substitute. The Bidder shall bear the burden of proof of merit of the proposed substitution. The Project Representative's decision of approval or disapproval of a proposed substitution shall be final.

6.1 BID PROPOSAL

- A. The Bidder shall submit its bid on the forms included with these instructions. All blank spaces in the Bid Proposal Form must be properly filled in. If the bid is made by a partnership or co-partnership, it must be so stated and it must be signed in the firm's name, followed by the written signature of the signing partner. If the bid is made by a corporation, it must be signed in the name of the corporation, followed by the written signature of the officer signing, and the printed or typewritten designation of their office within the corporation. The full and complete address of the Bidder must be typed or printed on the bid in the spaces provided. The bid must be a scan of the original bid, complete with an original signature (pen to paper).
- B. Except as otherwise provided in these instructions, bid proposals that are incomplete, or that are conditioned in any way, or that contain erasures, alterations, or items not called for in the contract documents, or that do not conform to the call for bids, may be rejected as non-responsive at the discretion of the Agency unless the law requires that the omission be deemed non-responsive, in which case the bid will be rejected as non-responsive. Only the amounts and information asked for on the Bid Proposal Form and the plans and specifications furnished will be considered as the bid. Bid amounts include all taxes imposed by law, **except** for Washington Sales Tax unless noted otherwise.
- C. Each Bidder shall bid upon the work exactly as specified and as provided in the Bid Proposal Form. The Bidder shall bid upon all alternates if alternates are indicated on the Bid Proposal Form. When bidding on alternates for which there is no charge, the Bidder shall write the words "no charge" in the space provided on the Bid Proposal Form.
- D. Bidders shall acknowledge receipt of any ADDENDA to the solicitation for bids on the Bid form.

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7.1 SUBMISSION OF BID

A. Bid responses will only be accepted electronically via email/email attachment BidBox@parks.wa.gov.

B. Marking of The Bid Response (Email Subject Line):

Subject line should include the bid's identification number, "Bid" and Company name.

- Example email subject line: NW-C9999 Bid John Smith Construction LLC
- Example email subject line: EW-C9999 Bid Sunshine Construction Corp.

C. Signature (what is acceptable):

The purpose of a signature is to ensure a manifestation of asset by the signer and to legally bind the signer to the documents submitted.

In 2020 Washington State enacted law allowing for alternatives to hardcopy original wet-ink signatures. While the Bidder cannot force any process upon the Agency, the Agency can mandate and accept alternatives to an original wet-ink signature.

The Agency will accept a picture of an original wet-ink signature, such as a PDF scan. .JPG, TIFF-Group 4 (or similar technology). These three (3) technologies are known to work. The Bidder's use of other technology is at the Bidder's risk and peril. Bids or bid formats that the Agency cannot open and view shall be deemed non-responsive.

For clarity: Print out the competition document, review it, include any other required document(s) (such as the Bid Bond if required), complete where necessary, sign where indicated with a pen onto the paper, when you believe your bid response is ready to be submitted to the Agency, scan it as a PDF file, check the PDF file to make sure all pages are legible, then attach the file to your business email and send it to BidBox@parks.wa.gov.

It is the Agency's expectation that the Bidder's bid response email will contain a PDF attachment with all of the required documents scanned as a PDF, including any required signatures.

7.2 Bid Clock:

After the bid opening (due date deadline), Agency staff will review the bids. The email's date and timestamp that is visible on the email, from the Agency's perspective, shall serve as the bid clock and it is this information that will be used to determine if the bid was timely.

CAUTION: Submit your bid response early as a safeguard against any technological slow-down or delays and/or malfunctions. Bids received after the deadline for any reason, no matter the cause, regardless of responsibility, will be rejected. When and whatever time the email comes in, the Procurement Coordinator will reference the email's timestamp to determine responsiveness.

You are welcome to follow up with an email to contracts@parks.wa.gov and ask confirmation of receipt and the Procurement Coordinator can send a reply to the sender of the bid response. However, our ability to respond is not instantaneous, not guaranteed, and works best if there's at least three (3) business days of time to respond.

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8.1 MODIFICATION OF BID

A. Modifying And Supplementing Prior To Bid Opening:

Modifying: Modifying refers to a bid that has already been submitted to the Agency. Modifying means altering information already contained in the Bidder's bid response that has already been submitted to the Agency.

Supplementing: Supplementing refers to a bid that has already been submitted to the Agency. Supplementing means adding to the bid response for materials, documents, or information not already in the Bidder's bid response.

HOW: Bidder may modify or supplement its bid prior to the bid due date by sending a replacement bid by email to: BidBox@parks.wa.gov. In the body of the email clearly explain that this bid response is replacing an earlier one. Follow the example subject line.

Example email subject line: SWR-SW-C9999 Replacement Bid ACME Construction Inc.

Do not send in a piece of a bid response asking the Agency to link it up with the earlier bid response. Send in a full and complete replacement.

9.1 WITHDRAWAL OF BID

A. Withdrawal refers to a bid that has already been submitted to the Agency. A bid response may be withdrawn by a Bidder before the Bid Opening (due date deadline) for the bid. The FAILURE TO WITHDRAW a bid prior to the bid due date deadline exposes the Bidder to the possibility that the Agency will make a demand against the Bidders bid bond.

B. HOW: Bidder may withdraw its bid prior to the bid due date by sending an email to: BidBox@parks.wa.gov. In the body of the email clearly explain that the earlier bid submission is being withdrawn. Follow the example subject line.

Example email subject line: SWR-SW-C9999 Withdraw Bid ACME Construction Inc.

10.1 REJECTION OF BID

A. The Agency reserves the right to reject any or all bids and to waive informalities in connection with the bids.

11.1 BID BOND

A. When the total bid amount is \$35,000 or less, a bid bond is not required. When the sum of the base bid plus all additive bid alternates is \$35,000.00 or less, bid security is not required.

B. When the sum of the base bid plus all additive alternates is greater than \$35,000.00, a bid guarantee in the amount of 5% of the base bid amount is required. Failure of the Bidder to provide bid guarantee when required shall render the bid non-responsive.

C. Acceptable forms of bid guarantee are: A bid bond. A copy of the bid bond must be included along with your bid response to the Agency. See also, Section 7.1 SUBMISSION OF BIDS – SECTION A.

D. Should the successful Bidder fail to enter into a contract and furnish a satisfactory performance bond within 15 days after receiving properly prepared contract forms from the Agency, the bid

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bond may be forfeited as liquidated damages for advertisements and administration of bid procedures.

- E. Bid bonds must be held for the three low bids for 30 days or until a contract is executed with the successful Bidder. All other bid bonds will be returned to the Bidders within 15 days of the bid opening.

12.1 BID EVALUATION AND AWARD OF CONTRACT

- A. Award of contract will be made by the Agency based upon any combination of the base bid and alternates that, in the Agency's sole discretion, is in the Agency's best interest considering price, schedule, and other factors. The numbering of the alternates in the bid proposal bears no relationship to the order in which the alternates may be selected by the Agency. Additionally, the Agency reserves the right to negotiate base bid prices (including changes to the contract plans and specifications) with the low responsive, responsible Bidder to bring the final contract amount within the funds available.

- B. BID TABULATION AND ANNOUNCEMENT OF APPARENT LOW BID:

DON'T CALL STATE PARKS TO OBTAIN BID RESULTS.

The Agency does not guarantee when the Bid results will be released to the public. The bid results are usually released within three business days of the bid opening and often the same day. Bid results can be obtained by accessing the Washington State Parks webpage at www.parks.wa.gov/contracts (see "Construction Projects- Public works bid results"). The Bid Tabulation results may also be released through Builders Exchange of Washington at www.bxwa.com. But, Bidders are cautioned that the Washington State Parks website is the official release point for the Bid Tabulation for this competition.

The bid tabulation will identify all bids received by the Agency. Bids that were not rejected and not withdrawn prior to the bid opening will be ranked by base bid price. The first three lowest base bids will reflect detailed pricing information. The remaining Bidders will reflect only the base bid pricing. Bids that were rejected for any reason will reflect **Non-Responsive** in the bid tabulation but may include its total pricing.

Release of the Bid Tabulation information that a Firm was identified as the apparent low base bid simply means that at this point in time the Agency believes the subject bid was the lowest cost responsive bid, but designation as the apparent low responsive bid is not a guarantee of a contract with the Agency. The Agency reserves the right to consider Alternate Bid Items in any combination. The Agency reserves the right to reevaluate the bid and determine whether the bid was responsive and responsible and successful as first thought. The Bidder identified as the apparent low responsive bid is cautioned not to commit funds, resources, and effort prior to receiving an actual executed contract. The Bidder identified as the apparent low responsive bid that commit funds, resources, and effort prior to a contract do so at its own risk and peril.

BID TABULATION & PROTEST: Within two (2) business days following the day of the release of the Bid Tabulation/Announcement of the Apparent Low bid (on the Washington State Parks website), the Bidder may file a Protest (Protest procedures are outlined in Section 13.1).

- C. **REJECTION LETTER & PROTEST:** No matter the phase of the evaluation, if the Agency determines that the bid is not responsive or the Bidder is not responsible, the Agency will reject the bid/bidder, and send the bidder a Rejection Letter explaining why the bid/bidder was rejected. Within two (2) business days following the day of the release of the Rejection Letter, the Bidder may file a Protest, provided it meets one of the three (3) protest grounds (Protest procedures are outlined in Section 13.1). The Rejection Letter will be sent by email/email

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attachment to the email address provided by the Bidder in the Bidder's bid response.

- D. The intent of the Agency is to award a contract to the low responsive, responsible bidder by considering the following:

Responsible - A Bidder must meet the following mandatory responsibility criteria under RCW 39.04.350 (1) to be considered a responsible Bidder and qualified to be awarded a public works project. The Bidder must:

1. At the time of bid submittal, have a certificate of registration in compliance with Chapter 18.27 RCW;
2. Have a current state Unified Business Identifier (UBI) number;
3. If applicable, have industrial insurance coverage for the Bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);
5. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington State Apprenticeship and Training Council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under Chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation; and
6. Public Works and Prevailing Wage Training/Exemption. Bidders shall have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW. The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The department of labor and industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its website. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption. <https://lni.wa.gov/licensing-permits/public-works-projects/contractors-employers/contractor-training>
7. Within the three-year period immediately preceding the bid solicitation, not have been determined by a final a binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, or 49.52 RCW. By signing the Bid Proposal Form, the bidder verifies under penalty of perjury, pursuant to RCW 9A.72.085. that the bidder is in compliance with this subsection
8. Supplemental Responsibility Criteria: In addition to the mandatory Bidder responsibility, the Agency may adopt relevant supplemental criteria for determining Bidder responsibility applicable to a particular project which the Bidder must meet (RCW 39.04.350 (3)).

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- a. If applicable, the Agency shall consider an overall accounting of the attached supplemental criteria for determining Bidder responsibility "DIVISION 00 SUPPLEMENTAL RESPONSIBILITY CRITERIA".
- b. At least seven (7) days prior to the bid submittal deadline, a potential Bidder may request that the Agency modify the supplemental responsibility criteria. The Agency will evaluate the information submitted by the potential Bidder and respond before the bid submittal deadline. If the evaluation results in a change of the criteria, the Agency will issue an ADDENDA to the bidding documents identifying the new criteria.
- c. Upon the Agency's request, the apparent low Bidder must supply the requested responsibility information within two (2) business days of request by the Agency. Withholding information or failure to submit all the information requested within the time provided may render the bid non-responsive and the bid/Bidder may be rejected by Rejection Letter.

Responsive - A bid will be considered responsive if its electronic response meets the following requirements:

1. It is received at the proper time and place.
2. It meets the stated requirements of the Bid Proposal Form.
3. It meets the requirements as stated in section 6.1.A of the Instructions To Bidders.
4. It is submitted by a licensed/registered contractor within the state of Washington at the time of bid opening.
5. It is accompanied by a bid guarantee, if required.

If inconsistencies or errors are noted in the bid proposal prices, **prices shown in words have precedence over prices shown in figures**. The **unit and lump sum prices have precedence over their total amounts**; and the **total amounts have precedence over the total bid**.

The apparent low Bidder, for purpose of award, is the responsive and responsible Bidder offering the low aggregate amount for the base bid plus selected additive or deductive bid alternates and meeting all other bid submittal requirements.

13.1 **PROTEST PROCEDURES**

A. GENERAL:

This protest process is a courtesy provided by the Agency and it is not governed by Washington's Administrative Procedures Act (APA), RCW 34.05, nor does it confer any additional rights above and beyond what the Bidder already enjoys as a taxpayer. The purpose of this process is to allow the Agency to correct evaluation process errors and problems before a contract is executed.

Only a Bidder may file a protest regarding this competition.

The Bidder must strictly adhere to the protest process as set forth herein, the failure of which may result in a summary determination that the protest is without merit without an opportunity to cure.

B. FORM AND CONTENT:

All protests must:

- Be in writing.
- The protest must state and clearly articulate the grounds for the protest with specific facts and complete statements of the action(s) being protested.

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- A description of the relief or corrective action being requested should also be included.
- All protests shall be addressed to the Procurement Coordinator.

C. CONTENT LIMITATIONS:

The Agency does not currently mandate any page limitation. However, the protest must be clearly articulated, succinct, organized, logical, and professional.

The Agency will reject protests that:

- fail to state and clearly articulate at least one of the three GROUNDS;
- contain rants, attacks, and/or disparaging or abusive remarks;
- include multiple attachments or references (document dumping, document overload); or,
- appear to require the reader piece together voluminous amounts of material to decipher the argument being made.

D. SUBMISSION OF PROTEST:

- All protests must be submitted within two (2) business days following the day of the release of the Bid Tabulation/Announcement of the Apparent Low bid or after the formal Rejection Letter is sent. For purposes of timing the day of the release of the Bid Tabulation or the day of the Rejection Letter is sent to the Bidder shall not count.
- Bidders must send all protests to: contracts@parks.wa.gov. See also Subject Line.
- SUBJECT LINE: Must include the competition's Number Identifier and "PROTEST" in the subject line. Failure by the Bidder to include this information in the subject line may result in Bidder's protest not being timely recognized.

E. GROUNDS WHICH MAY BE PROTESTED:

- Conflict of Interest on the part of Agency staff.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document.

Protests will be rejected as without merit if they do not clearly and convincingly meet one of the GROUNDS above and/or seems to address issues such as:

- An evaluator's professional judgment on the quality of a response, or
- The Agency's assessment of its own and/or other agencies' needs or requirements, or,
- Issues, concerns, objections, or requests for changes that were or could have been addressed prior to the bids due date deadline.

Protests that do not clearly and convincingly meet the requirements and standards described herein are without merit and may be rejected.

F. MANAGER ASSIGNMENT AND REVIEW:

Upon receipt of a protest that meets the requirements described herein, a protest review will be held by the Agency. The Agency will assign a Manager. The Manager is responsible for reviewing and investigating the Bidder's written protest and may meet with agency staff or the agency program that was involved in the competition. The Manager may consider the record and all reasonably available facts and will issue a protest determination in writing within fifteen (15) business days from receipt of the protest. If additional time is needed, the Manager will notify the protesting party of the need for additional time within 15 business days from receipt of the protest.

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In the event a protest may affect the interest of another Bidder that submitted a response, the Agency may reach out to that Bidder, may provide an unedited copy of the protest to that Bidder, and may invite that Bidder to submit its views and any relevant information on the protest to the Manager.

G. PROTEST DETERMINATION AND FINDINGS AND DISSEMINATION:

The Manager's protest determination may:

- Find the protest lacking in merit and reject the protest;
- Find only technical or harmless errors in the Agency's acquisition process and determine the Agency to be in substantial compliance and reject the protest; OR
- Find merit in the protest and provide THE AGENCY options which may include:
 - Correcting the errors and re-evaluating all responses;
 - Canceling the competition and possibly for a new competition to take place; OR
 - Making other findings and determining other courses of action as appropriate.

If the Agency rejects the protest, the Agency will enter into a contract with the Apparent Successful Bidder no sooner than two business days after issuance of the protest determination by email to the protesting party at the email address indicated on the party's bid documents. For the purposes of timing, the date the protest determination is sent to the protesting party shall not count.

Dissemination: The Agency will disseminate the decision to all interested Bidders via email/email attachment to the email address provided by the Bidder in the Bidder's bid response.

H. AGENCY DECISION IS FINAL:

The Manager's protest determination constitutes the agency's final decision regarding the protest. If the protesting party disagrees with the protest determination, the Bidder may seek judicial relief in the Washington Superior Court for Thurston County within 2 business days of the issuance of the protest determination.

I. STRICT COMPLIANCE

Strict compliance with these protest procedures is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged irregularities in connection with the solicitation or award of the Contract. No person or party may pursue any judicial or administrative proceedings challenging the solicitation or award of this Contract, without first exhausting the administrative procedures specified herein.

J. REPRESENTATION

An aggrieved party may participate personally or, if a corporation or other artificial person, by a duly authorized representative. Whether or not participating in person, an aggrieved party may be represented, at the party's own expense, by counsel.

K. COMPUTATION OF TIME

In computing any period of time prescribed by this procedure, the day of the act or event from which the designated period of time begins to run is not included. The last day of the period is included. The term "business day" does not include Sunday, Saturday, or Washington State recognized holiday.

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L. ACKNOWLEDGEMENT

By submitting a bid in response to this solicitation, the Bidder acknowledges that it has reviewed and acquainted itself with the bid protest procedures herein and agrees to be bound by such procedures as a condition of submitting a bid.

14.1 EXECUTION OF CONTRACT

- A. The successful bidder will be required to execute the contract and furnish performance bond and insurance certificate satisfactory to the Agency within 15 days after receiving properly prepared contract documents from the Agency.

15.1 SUBCONTRACTOR PARTICIPATION MONITORING AND REPORTING

- A. Once a contract is awarded through the solicitation or proposal process, the awarded Prime Contractor is obligated to complete the vendor registration in Access Equity. Access Equity is a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. Prime Contractors that have previously registered with B2Gnow for any public entity, must verify the system has updated information. Contractors can access the system at <https://omwbe.diversitycompliance.com/> or through a direct link on the Office of Minority and Women's Business Enterprises (OMWBE) website at: <https://omwbe.wa.gov/>.
- B. Each month during the contract, the Prime Contractor will report payments to ALL Subcontractors through the Access Equity system. This monthly reporting information includes total payment in dollars made to the Subcontractor, payment dates, and any additional information required to verify payment to Subcontractors. The Prime Contractor will enter this payment information into the Access Equity system, and the Subcontractors will verify this payment information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both Prime Contractors and Subcontractors.

END OF INSTRUCTIONS TO BIDDERS

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SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

STATE AND FEDERAL LAWS TO BE OBSERVED

The applicant must comply with all state and federal laws in performing all tasks undertaken with respect to the Public Assistance Program. The following sections are included for informational purposes and are not professed to include all relevant laws. It is the applicant's responsibility to comply with all federal, state, and local laws.

- 1. EQUAL EMPLOYMENT OPPORTUNITY** – All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 2. COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 AND 40 U.S.C. 276c)** – All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- 3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C 327-333)** – Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 4. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** – Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5. CLEAN AIR ACT (42 U.S.C. 7401 et seq.) AND THE FEDERAL WATER POLLUTION CONTROL ACT(33 U.S.C. 1251 et seq.), as amended – Contractors and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352) – Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

7. DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689) – No contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

8. PUBLIC LAW 88-352, TITLE VI OF THE CIVIL RIGHTS ACT OF 1964(42 U.S.C. 2000d et seq.) (24 CFR Part 1). The APPLICANT must comply with the provisions of "Public Law 88-352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

9. SECTION 504 OF THE REHABILITATION ACT, 1973, AS AMENDED (29 U.S.C. 794). The APPLICANT must comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits or be subjected to discrimination under any program or activity receiving federal assistance funds.

10. AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12101, et seq.) The APPLICANT shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the APPLICANT in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

11. THE NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (NEPA) (42 U.S.C Section 4321 et seq., and 24 CFR Part 58). The APPLICANT shall comply with the provisions of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences. Environmental review procedures, including determining and publishing a Finding of Significance or of No Significance for a proposal, are a necessary part of this process. Pursuant to these provisions, the APPLICANT must also submit environmental certifications to the DEPARTMENT when requesting that funds be released for the project. The APPLICANT must certify that the proposed project will not significantly impact the environment and that the APPLICANT has complied with environmental regulations and fulfilled its obligations to give public notice of the funding request, environmental findings and compliance performance.

12. EXECUTIVE ORDER 11990, MAY 24, 1977: PROTECTION OF WETLANDS (42 F.R. 26961 et seq.) The APPLICANT shall comply with Executive Order 11990. The intent of this Executive Order is (1) to avoid, to the extent possible, adverse impacts associated with the destruction or modification of wetland, and (2) to avoid direct or indirect support of new construction in wetlands wherever there is a practical alternative. The APPLICANT, to the extent permitted by law, must avoid undertaking or providing assistance for new construction located in wetlands unless (1) there is no practical alternative to such construction, and (2) the proposed action includes all practical measures to minimize harm to wetlands which may result from such use. In making this determination, the APPLICANT may take into account economic, environmental and other pertinent factors.

13. EXECUTIVE ORDER 11988, MAY 24, 1977: FLOODPLAIN MANAGEMENT (42 F.R. 26951 et seq). The APPLICANT shall comply with the provisions of Executive Order 11988. The intent of this Executive Order is to (1) avoid, to the extent possible, adverse impacts associated with the occupancy and modification of floodplains, and (2) avoid direct or indirect support of floodplain development wherever there is a practical alternative. If the APPLICANT proposes to conduct, support or allow an action to be located in a floodplain, the APPLICANT must consider alternatives to avoid adverse effects and incompatible involvement in the floodplain. If siting in a floodplain is the only practical alternative, the APPLICANT must, prior to taking any action (1) design or modify its actions in order to minimize any potential harm to the floodplain, and (2) prepare and circulate a notice containing an explanation of why the action is proposed to be located in a floodplain.

14. THE WILD AND SCENIC RIVERS ACT OF 1968, AS AMENDED (16 U.S.C. 1271 et seq.). The APPLICANT shall comply with the Wild and Scenic Rivers Act. The purpose of this Act is to preserve selected rivers or sections of rivers in their free-flowing condition, to protect the water quality of such rivers and to fulfill other vital national conservation goals. Federal assistance by loan, grant, license, or other mechanism cannot be provided to water resources construction projects that would have a direct and adverse effect on any river included or designated for study or inclusion in the National Wild and Scenic River System.

15. COASTAL ZONE MANAGEMENT ACT OF 1972, AS AMENDED (16 U.S.C. 1451 et seq.). The APPLICANT shall comply with the Coastal Zone Management Act of 1972, as amended. The intent of this Act is to preserve, protect, develop, and where possible, restore or enhance the resources of the nation's coastal zone. Federal agencies cannot approve assistance for proposed projects that are inconsistent with the state's Coastal Zone Management program except upon a finding by the U.S.

Secretary of Commerce that such a project is consistent with the purpose of this chapter or necessary in the interests of national security.

16. THE ENDANGERED SPECIES ACT OF 1973, AS AMENDED (16 U.S.C. 1531 et seq.). The APPLICANT shall comply with the Endangered Species Act of 1973, as amended. The intent of this Act is to ensure that all federally assisted projects seek to preserve endangered or threatened species. Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical.

17. THE RESERVOIR SALVAGE ACT OF 1960, AS AMENDED BY THE ARCHAEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974 (16 U.S.C. 469 et seq.). Under the Reservoir Salvage Act, the APPLICANT must comply with provisions for the preservation of historical and archaeological data (including relics and specimens) that might otherwise be irreparably lost or destroyed as a result of any alteration of the terrain caused as a result of any federal construction project or federally licensed activity or program. Whenever the APPLICANT finds, or is notified in writing by an appropriate historical or archaeological authority, that its activities in connection with any federal funded construction project or federally licensed project, activity or program may cause irreparable loss or destruction of significant scientific, prehistoric, historical or archaeological data, the APPLICANT must stop work immediately and must notify the U.S. Secretary of Interior and the Department in writing and provide appropriate information concerning the project or program activity.

18. THE ARCHAEOLOGICAL AND HISTORICAL DATA PRESERVATION ACT OF 1974 (16 U.S.C. 469 a-1 et seq.). The APPLICANT shall comply with the Archaeological and Historical Data Preservation Act, which provides for the preservation of historic and archaeological information that would be lost due to development and construction activities as a result of federally funded activities.

19. THE SAFE DRINKING WATER ACT OF 1974, AS AMENDED (42 U.S.C. Section 201, 300(f) et seq., and U.S.C. Section 349). The APPLICANT must comply with the Safe Drinking Water Act, as amended, which is intended to protect underground sources of water. No commitment for federal financial assistance, according to this Act, shall be entered into for any project, which the U.S. Environmental Protection Agency determines, may contaminate an aquifer that is the sole or principal drinking water source for an area.

20. THE FEDERAL WATER POLLUTION CONTROL ACT OF 1972, AS AMENDED, INCLUDING THE CLEAR WATER ACT OF 1977, PUBLIC LAW 92-212 (33 U.S.C. SECTION 1251 et seq.). The APPLICANT must assure compliance with the Water Pollution Control Act, as amended, which provides for the restoration of chemical, physical and biological integrity of the nation's water.

21. THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976 (42 U.S.C. SECTION 6901 et seq.) The APPLICANT must assure compliance with the Solid Waste Disposal Act, as amended. The purpose of this Act is to promote the protection of health and the environment and to conserve valuable material and energy resources.

22. THE FISH AND WILDLIFE COORDINATION ACT OF 1958, AS AMENDED (16 U.S.C. SECTION 661 et seq.) The APPLICANT must assure compliance with the Fish and Wildlife Coordination Act, as amended. The Act assures that wildlife conservation receives equal consideration and is coordinated with other features of water resources development programs.

23. RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICY, CHAPTER 8.26 RCW. The APPLICANT shall comply with the provisions of Chapter 8.26 RCW and Chapter 365-24 WAC when its activities involve any acquisition of real property assisted under this Grant Agreement or the displacement of any family, individual, business, nonprofit organization or farm that results from such acquisition.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA), CHAPTER 43.21 (C) RCW. The APPLICANT shall comply with the provisions of Chapter 43.21(C) RCW and Chapter 197-11 WAC, the guidelines by which local agencies will (1) require environmental checklists from private and public entities considering an action potentially subject to the Environmental Impact Statement (EIS) requirement of SEPA, (2) make "threshold determinations" that such an action will not have a significant environmental impact, (3) provide for the preparation of a draft and final EIS if the action has significant impact, and (4) circulate the EIS to other agencies and interested parties.

25. NOISE CONTROL, CHAPTER 70.107 RCW. The APPLICANT shall assure compliance with the state Noise Control Act. Objectives of the Act are to assist local governments in implementing local noise ordinances and to control and reduce excessive noise in Washington.

26. SHORELINE MANAGEMENT ACT OF 1971, CHAPTER 90.58 RCW. The APPLICANT shall comply with the provisions of Chapter 90.58 RCW. This Act defines a planning program and a permit system, which are initiated at the local government level under state guidance. Its purpose is to protect and enhance the state's shoreline and it includes a comprehensive shoreline inventory process and a master program for regulation of shoreline uses. A permit application at the local level must be in compliance with those plans and consistent with the state Coastal Zone Management program if substantial developments and shoreline modifications occur, and a record of the application and decision must be submitted to the state.

27. STATE BUILDING CODE, CHAPTER 19.27 RCW; ENERGY RELATED BUILDING STANDARDS, CHAPTER 19.27A RCW; AND PROVISIONS IN BUILDINGS FOR AGED AND HANDICAPPED PERSONS, CHAPTER 70.92 RCW. The APPLICANT shall comply with the provisions of Chapter 19.27 RCW, Chapter 19.27A RCW, Chapter 70.92 RCW and the regulations for building construction and for barrier free facilities adopted by the Washington State Building Code Council pursuant to these statutes. The State Building Code Act provides for a uniform state building code and mandates counties, cities and towns to administer and enforce its provisions. Local governments are authorized to modify the state building code to fit local conditions as long as such modifications do not result in a code that is less than the minimum performance standards and objectives contained in the state code.

28. OPEN PUBLIC MEETINGS ACT, CHAPTER 42.30 RCW. The APPLICANT shall comply with provisions of Chapter 42.30 RCW which require that all meetings of the governing body which pertain

to this Grant Agreement shall be open to the public except those where specific provision is made for executive sessions pursuant to RCW 42.30.110.

29. LAW AGAINST DISCRIMINATION, CHAPTER 49.60 RCW. The APPLICANT shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

30. GOVERNOR'S EXECUTIVE ORDER 89-10, DECEMBER 11, 1989: PROTECTION OF WETLANDS, AND GOVERNOR'S EXECUTIVE ORDER 90-04, APRIL 21, 1990: PROTECTION OF WETLANDS. The APPLICANT shall ensure that it avoids any activities that would adversely affect wetlands and adequately mitigates unavoidable impacts. For the purposes of this requirement, except where a contrary definition is provided by statute, mitigation means: (1) avoiding the impact altogether by not taking certain action or part of an action; (2) minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts; (3) rectifying the impact by repairing, rehabilitating, or restoring the affected environment; (4) reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action; (5) compensating for the impact by replacing, enhancing, or providing substitute resources or environments; and (6) monitoring the impact and taking appropriate corrective measures.

Mitigation for individual actions may include a combination of the above measures. Mitigation may not include any of the above measures to the extent that they may be contrary to statute as applied under the particular circumstances. Emergency work that is essential to save lives and protect property and public health is exempt from these provisions.

31. PREVAILING WAGES ON PUBLIC WORKS, CHAPTER 39.12 RCW. The applicant shall comply with the provisions of Chapter 39.12, Prevailing Wages on Public Works. This statute mandates that the prevailing rate of wage, as determined by the State Department of Labor and Industries, be paid to workers performing under public works contracts.

32. CONTRACTING WITH SMALL MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS. In accordance 44 CFR 13.36(e), Contracting with Small and Minority Firms, if employing contractors or suppliers the Contractor will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. (1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's enterprises and labor surplus area firms are used when possible. (2) Affirmative steps shall include: (i) Placing qualified small and minority businesses, and women's business enterprises on solicitation lists; (ii) Assuring that small and minority enterprises are solicited whenever they are potential sources; (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2)(i) through (v) of this section.

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SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA
WITH INCLUSION PLAN AND APPRENTICESHIP REQUIREMENTS

Low Responsible Bidder

It is the intent of the Owner to award a contract to the lowest responsive and responsible Bidder. In determining the Bidder's responsibility, the Owner shall consider an overall accounting of the items listed below. Potential Bidders may request the Owner modify the Bidder responsibility criteria. The request must be in writing and submitted at least 7 days prior to the bid opening.

The apparent low bidder shall submit the required information within **two (2)** business days of receiving request from Owner. This request may be made in the form of a telephone call or email message. The required information shall be provided on the referenced forms bound herein. Electronic copies may be made available upon request. Failure to submit such information to the satisfaction of the Owner within the time provided may render the Bidder as not responsible.

1.1 REQUIRED INFORMATION/CRITERIA

- A. For the purposes of the Supplemental Bidder Responsibility evaluation process, the scope of this project generally involves:

This Contract includes replacement of a culvert and rehabilitation of the access road to Lake Sylvia State Park with a 41.5' span steel bridge on structural earth wall abutments. The prefabricated steel bridge is furnished by Owner.

- B. Experience Of Contractor On Projects Of Similar Size And Complexity: Contractor is required to have successfully completed at least 2 projects of similar type, size and complexity to this project, each with a contract amount of at least \$800,000, within the last 5 years.
- C. List of Completed Projects (Use Form 1, Contractor Experience Detail): Provide a list of all the construction contracts \$800,000 and above your firm has completed within the past 5 years, giving the name of the project; name, address, and phone numbers of Owner and architect representatives; final contract amount; date of completion; and percentage of the cost of the work performed with your firm's own forces. This information will be used for reference reviews.

2.1 EXPERIENCE OF KEY PERSONNEL

- A. Experience of Project Manager (Use Form 2, Résumé of Key Personnel for Proposed Contract): Submit resume and references for the proposed Project Manager. This person shall have managed, as lead project manager, a minimum of 2 projects of similar type, size and complexity to this project, and successfully completed those projects within the last 5 years.
- B. Experience of Superintendent (Use Form 2, Résumé of Key Personnel for Proposed Contract): Submit resume and references for the proposed project Superintendent. This person shall have performed as the lead Superintendent for a minimum of 2 projects of similar type, size and complexity to this project, and successfully completed those projects within the last 5 years.

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3.1 DIVERSE BUSINESS INCLUSION PLAN (USE FORM 3)

- A. Washington state goals are: Minority Business Enterprise (MBE) 10%, Women’s Business Enterprise (WBE) 6%, WA Small Business 5% and WA Veterans 5%. The apparent low bidder is required to submit a Diverse Businesses Inclusion Plan for all projects with a Maximum Allowable Construction Cost (MACC) over \$1M.

The Diverse Business Inclusion plan shall include the apparent low bidder’s anticipated participation goals, the subcontractors anticipated to be used on this project, a list of diverse businesses near the project, the project’s diverse expert, and past performance using diverse businesses.

4.1 APPRENTICESHIP (USE FORMS 1 & 4)

- A. For each public works project with an apprenticeship utilization goal that was completed by the Bidder within three (3) years of the bid submittal date for this project, the Bidder shall submit the following:

- A list of such projects;
- The owner and contact information for the owner’s representative;
- The apprenticeship utilization percentage goal for the project;
- The actual utilization percentage by the Bidder; and
- An explanation of any extenuating circumstances that contributed to the Bidder not meeting the goals.

(Use Form 4 for projects not listed on Form 1)

The Owner may contact previous owners to validate the information provided by the Bidder and shall consider whether the goals were mandatory or voluntary, and the validity of any explanation of extenuating circumstances.

5.1 REFERENCES FROM OWNERS AND ARCHITECTS FOR PREVIOUS PROJECTS
(OWNER USES FORM 5, REFERENCE EVALUATION QUESTIONNAIRE)

- A. The Owner may check references by contacting owners and architects of the bidder’s previous projects regarding the bidder’s performance and that of key staff. A reference score sheet will be utilized and the rating shall be satisfactory or better on a five-category scale with “satisfactory” at mid-scale.

6.1 OVERALL SCORING (FORM 6, RESPONSIBILITY CRITERIA EVALUATION SCORE SHEET)

- A. The Owner will use this form to complete and document the overall evaluation process.

END OF SECTION

LAKE SYLVIA STATE PARK CULVERT REPLACEMENT

Supplemental Bidder Responsibility Form 1 - Contractor Experience Detail

Contractor Information:		
Contractor Legal Name:		Contact Person and their Position/Title:
Project Superintendent:		Project Manager:
Physical Address (Physical and Mailing Addresses are the Same <input type="checkbox"/>):		Mailing Address:
Telephone:	Cell Phone:	Email Address:

Project Information: Is this project relevant to the proposed project? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Project:	Location:
Project Description:	As Prime: <input type="checkbox"/> As Sub: <input type="checkbox"/>
Original Contract Amount: \$ Final Contract Amount: \$	Original Contract Days: Final Contract Days:

Owner Information:	
Owner's Business Name:	Contact Person and their Position/Title:
Mailing Address :	Telephone: Email Address:

Architect/Engineering Information:	
Owner's Business Name:	Contact Person and their Position/Title:
Mailing Address :	Telephone: Email Address:

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Supplemental Bidder Responsibility Form 2 - Resume of Key Personnel

Name:	Role in this Contract:	Years Experience	
		Total	With Current Firm
Firm Name and Location (City and State):			
Training/Education/Specialization:			
Years of Experience in the Proposed Role:			

RELEVANT PROJECTS			
Project Title:		Year Completed	
Project Owner:			
Brief Description (Brief scope, size, cost, etc.) and specific role:		Check if project performed with current firm. <input type="checkbox"/> If performed with different firm list the firm name	
Reference Name & Contact Information:			
Project Owner:		Project Architect:	
Name:		Name:	
Phone:		Phone:	
E-mail		E-mail:	

RELEVANT PROJECTS			
Project Title:		Year Completed	
Project Owner:			
Brief Description (Brief scope, size, cost, etc.) and specific role:		Check if project performed with current firm. <input type="checkbox"/> If performed with different firm list the firm name	
Reference Name & Contact Information:			
Project Owner:		Project Architect:	
Name:		Name:	
Phone:		Phone:	
E-mail		E-mail:	

RELEVANT PROJECTS			
Project Title:		Year Completed	
Project Owner:			
Brief Description (Brief scope, size, cost, etc.) and specific role:		Check if project performed with current firm. <input type="checkbox"/> If performed with different firm list the firm Name	
Reference Name & Contact Information:			
Project Owner:		Project Architect:	
Name:		Name:	
Phone:		Phone:	
E-mail		E-mail:	

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RELEVANT PROJECTS		
Project Title:	Year Completed	
Project Owner:		
Brief Description (Brief scope, size, cost, etc.) and specific role:	Check if project performed with current firm. <input type="checkbox"/> If performed with different firm list the firm Name	
Reference Name & Contact Information:		
Project Owner:		Project Architect:
Name:		Name:
Phone:		Phone:
E-mail		E-mail:

RELEVANT PROJECTS		
Project Title:	Year Completed	
Project Owner:		
Brief Description (Brief scope, size, cost, etc.) and specific role:	Check if project performed with current firm. <input type="checkbox"/> If performed with different firm list the firm Name	
Reference Name & Contact Information:		
Project Owner:		Project Architect:
Name:		Name:
Phone:		Phone:
E-mail		E-mail:

RELEVANT PROJECTS		
Project Title:	Year Completed	
Project Owner:		
Brief Description (Brief scope, size, cost, etc.) and specific role:	Check if project performed with current firm. <input type="checkbox"/> If performed with different firm list the firm Name	
Reference Name & Contact Information:		
Project Owner:		Project Architect:
Name:		Name:
Phone:		Phone:
E-mail		E-mail:

**LAKE SYLVIA STATE PARK
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**Supplemental Bidder Responsibility
Form 3 - Prime Contractor Diverse Business Inclusion Plan**

Prime Contractor Name: _____

For the purposes of this form, Washington State-certified diverse businesses are defined as follows:

- *Minority Business Enterprise (MBE)*, *Women’s Business Enterprise (WBE)*, or combination of the two. Certified by the Office of Minority and Women’s Business Enterprises (OMWBE): <http://omwbe.wa.gov/>
- *Veteran-owned Business*. Certified by the Department of Veteran’s Affairs (DVA): <http://dva.wa.gov/>
- *Small Business* (includes Mini and Micro businesses). Certified through the Washington Electronic Business Solution (WEBS): <https://fortress.wa.gov/ga/webs/home.html>

Anticipated Certified Diverse Business Participation Goals

Subcontracting means direct performance of commercially useful work through subcontracting as part of the proposed project team. Of the total contract work, what are the diverse business participation goals proposed for subcontracting on your team? Please only include the above-listed Washington State certification types in your “Contractor-defined Anticipated Percent of Contract Amount (Goals)” estimate. Zero percent (0%) is not a goal.

Anticipated Certified Diverse Business Participation Goals	Washington State Goals	Contractor-defined Anticipated Percent of Contract Amount (Goals)
Minority-owned business (MBE)	10%	%
Women-owned business (WBE)	6%	%
Veteran-owned business (DVA)	5%	%
Small business	5%	%

Subcontracting Team

List the names of the diverse businesses you anticipate using on this project. Generally describe the work you expect the diverse business to perform and identify the percent of total contract value intended for each diverse business. Please include the above-listed Washington State certification types. *If necessary, add more rows below.*

Name of Diverse Business	Specify Diverse Business Certification (circle one or more)	Describe Trade or Task	Anticipated Percent of Contract Amount
	MBE, WBE, DVA, Small		%
	MBE, WBE, DVA, Small		%
	MBE, WBE, DVA, Small		%
	MBE, WBE, DVA, Small		%
	MBE, WBE, DVA, Small		%

Attach a list of diverse businesses near the project location to this form:

1. Go to <https://omwbe.wa.gov/directory-certified-firms>
2. Click on “OMWBE DIRECTORY”
3. Click on “Search Certified Firm Directory”
4. Select MBE, MWBE, SBE, and WBE certifications.
5. Enter a City, Zip Code, or County near the project site address and then press “Search” at the bottom of the page. If you do not have many results, please expand your search to include nearby locations.
6. Print and attach the results to this form with your submittal

Diverse Expert:

Diverse Expert responsibilities would typically include, but are not limited to:

- Outreach to qualified diverse businesses.
- Submit and discuss updates on a regular basis to the state project manager regarding Diverse Business utilization and progress.

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- Ongoing outreach to diverse businesses for required contract work, including any changes in scope.
- Assist diverse businesses with successful contract performance.

A qualified Diverse Expert brings knowledge of the identity, capabilities and capacities of diverse business subcontractors and suppliers; experience recruiting and working with diverse businesses for construction; and assisting diverse businesses to develop working relationships with contractors.

Identify the person within your team to manage your diverse inclusion responsibility.

Diverse Expert Name: _____

Diverse Expert Contact Information: _____

Diverse Expert Firm (if another firm is managing participation): _____

Past Performance

Please select **five (5) of your projects** with Washington State-certified diverse business participation (MBE, WBE, DVA, and/or Small/Mini/Micro) and list them below **for the last five (5) years**. If you do not have any projects that tracked or reported diverse business participation, you may leave this section blank. In that case, please attach an additional sheet with explanation.

You may have projects with diverse business participation for an organization or entity that required *different* diverse business categories (including self-certification). If so, please attach a sheet with the same column data and information, but include percentages for the categories that were tracked during the project.

Contract Name	Contracting Agency or Entity	Contract Amount	Year	Percent of Contract Amount	
				Minority-owned business:	%
				Women-owned business:	%
				Veteran-owned business:	%
				Small/mini/micro business:	%
Contract Name	Contracting Agency or Entity	Contract Amount	Year	Percent of Contract Amount	
		\$		Minority-owned business:	%
				Women-owned business:	%
				Veteran-owned business:	%
				Small/mini/micro business:	%
Contract Name	Contracting Agency or Entity	Contract Amount	Year	Percent of Contract Amount	
		\$		Minority-owned business:	%
				Women-owned business:	%
				Veteran-owned business:	%
				Small/mini/micro business:	%
Contract Name	Contracting Agency or Entity	Contract Amount	Year	Percent of Contract Amount	
		\$		Minority-owned business:	%
				Women-owned business:	%
				Veteran-owned business:	%
				Small/mini/micro business:	%
Contract Name	Contracting Agency or Entity	Contract Amount	Year	Percent of Contract Amount	
		\$		Minority-owned business:	%
				Women-owned business:	%
				Veteran-owned business:	%
				Small/mini/micro business:	%

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Supplemental Bidder Responsibility Form 4 – Apprenticeship Utilization

Contractor Information:		
Contractor Legal Name:	Contact Person and their Position/Title:	
Project Superintendent:	Project Manager:	
Physical Address (Physical and Mailing Addresses are the Same <input type="checkbox"/>):	Mailing Address:	
Telephone:	Cell Phone:	Email Address:

Project Information: Is this project relevant to the proposed project? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Project:	Location:
Project Description:	As Prime: <input type="checkbox"/> As Sub: <input type="checkbox"/>
Original Contract Amount: \$ Final Contract Amount: \$	Original Contract Days: Final Contract Days:

Owner Information:	
Owner's Business Name:	Contact Person and their Position/Title:
Mailing Address :	Telephone: Email Address:

Architect/Engineering Information:	
Owner's Business Name:	Contact Person and their Position/Title:
Mailing Address :	Telephone: Email Address:

1. Did this project require Apprenticeship Participation? Yes No (If NO, stop here)
2. If yes, what was the Apprenticeship percentage? _____ %
3. What was the actual percentage achieved? _____ %
4. Was the apprenticeship requirement met? Yes No
5. If NO to question 4, explain Why.

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**Supplemental Bidder Responsibility
Form 5 - Reference Evaluation Questionnaire**

Evaluated Firm :
Project Manager:
Superintendent:
Evaluated Project Name:

- Prime
 Subcontractor

Approx. Start Date	Approx. End Date	Approx. Final Project Cost

PERFORMANCE EVALUATION

Rating Criteria - Rate on a scale of 1 to 5

- **5 = Superior** based on performance (would hire this firm/individual again)
- **4 = More than Satisfactory**
- **3 = Satisfactory** based on performance (would hire this firm/individual again)
- **2 = Less than Satisfactory**
- **1= Totally Unsatisfactory** based on performance (would never hire the firm/individual again)

	Criteria	Rating		
		Company	PM	Super
1	Ability to meet client's expectations			
2	Quality of workmanship			
3	Ability to manage project costs and minimize change orders			
4	Ability to maintain project schedule			
5	Ability to manage subcontractors			
6	Professionalism, leadership and communication in issues management (RFI, shop drawing submittal, timely resolution of issues/questions)			
7	Ability to follow the owner's rules, regulations, and requirements (housekeeping, safety, etc.)			
8	Ability to manage closeout process (Prompt submittal of punch list, warranty, as-builts, operation manuals, tax clearances, etc.)			
9	Comfort level in hiring firm or individual again based on performance			
Total Score				
Average Score				

Evaluator Information	
Name of Evaluator:	Title:
Firm/Company Name:	
Firm Address:	
Phone:	Email:

Form 6 – Supplemental Responsibility Criteria Evaluation Score Sheet

Project Location _____
 Project Name _____
 Contract Number _____
 Project Representative _____

1. Experience of Contractor - On projects of similar size & complexity (Form 1)	Pass or Fail
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2. Experience of Key Personnel (Form 2)	
Superintendent	Pass or Fail
Project Manager	Pass or Fail
Other(s) if specified in Division 00	Pass or Fail

3. Diverse Business Inclusion Plan (Form 3) <i>(Applies only to projects with Diverse Business Plan Inclusion requirements; i.e. MACC over \$1M)</i>	Pass, Fail, or N/A
---	--------------------

4. Contractor Compliance with Apprenticeship Requirements - Requirements were met or if not, a good faith effort was demonstrated (Forms 1 & 4) <i>Applies only to projects with apprenticeship participation requirements; i.e. MACC over \$1M</i>	Not Scored
--	------------

5. References from Previous Projects (Form 5) Evaluate contractor's references information and using the rating numbers: 1 = NOT Satisfactory (requires a written comment below) 2 = Less THAN Satisfactory 3 = Satisfactory 4 = More THAN Satisfactory 5 = Superior	Rating Score 1-5 (3 is Satisfactory)
Company	
Project Manager	
Superintendent	
Total Score:	
Average score (divide total score by number of ratings)	

In determining the bidder responsibility, an overall accounting of the ratings shall be made. A score of "Pass" is required for categories 1 - 4 and an average score of 3.0 or higher is required to meet the minimum Supplemental Bidder Responsibility requirements.

Comments _____

Determination Responsible
 Not Responsible (Preliminary Determination)

Evaluated by _____ Date _____
 State Parks Project Representative

Signature _____

Technical Memorandum

TO: Matthew Miskovic, PE, Associate, KPFF Consulting Engineers
FROM: Annabel Warnell, PE, and Calvin McCaughan, PE
DATE: October 25, 2022
RE: **Summary of Geotechnical Engineering Services
Lake Sylvania State Park Culvert Replacement
Montesano, Washington
Project No. 0121060.010.011**

Introduction

This memorandum summarizes the results of geotechnical engineering services provided by Landau Associates, Inc. (Landau) in support of the Lake Sylvania State Park Culvert Replacement project in Montesano, Washington (site; Figure 1). Services were provided in accordance with the scope outlined in the Subconsultant Agreement between Landau and KPFF Consulting Engineers (KPFF, project civil engineer), dated June 8, 2022.

This memorandum has been prepared with information provided by KPFF and the Washington State Parks and Recreation Commission (State Parks, project owner) and with data collected during Landau's geotechnical field exploration and laboratory testing programs.

Project Understanding

An 18-inch-diameter culvert beneath the access road (Lake Sylvania Road North) to Lake Sylvania State Park appears to have been buried by embankment erosion and soil sloughing. State Parks proposes to replace the culvert with a 30- to 40-foot (ft)-span concrete bridge structure. A bridge was selected to minimize obstructions caused by debris flow, simplify creek maintenance, and maximize the design life of the replacement structure.

Surface Conditions

The site consists of a two-lane asphalt access road built on an embankment at the existing culvert crossing. The embankment has a maximum fill height of approximately 27 ft. It is sloped approximately 2 horizontal to 1 vertical (2H:1V) north of the access road and approximately 1.5H:1V south of the access road. An unnamed creek passes through the culvert; the creek banks are forested with coniferous and deciduous trees with an understory of vegetation common to the area. Stormwater is channeled via a drainage ditch along the eastbound lane of the access road. The embankment above the inlet of the culvert was eroded during recent storm events. Elevations west of the site increase at a rate of approximately 4 percent.

Geologic Conditions

Geologic information for the site and the surrounding area was obtained from the *Geologic Map of the South Half of the Shelton and South Half of the Copalis Beach Quadrangles, Washington* (Logan 1987). Surficial soil at the site is mapped as Miocene Epoch Tertiary sedimentary rock (Mm[1a]), a unit that consists of siltstone or sandstone deposits.

The subsurface conditions observed in Landau's June 2022 explorations were generally consistent with the mapped geology for the site. Embankment fill also was observed in Landau's explorations.

Subsurface Conditions

On June 20, 2022, Landau's drilling subcontractor advanced two hollow-stem auger borings (B-1 and B-2) at the approximate locations shown on Figure 2. Boring B-1 was advanced 36.0 ft below ground surface (bgs), and boring B-2 was advanced 26.0 ft bgs.

Landau personnel monitored the explorations, collected representative soil samples, and maintained detailed logs of the subsurface soil and groundwater conditions observed. Subsurface conditions were described using the soil classification system shown on Figure 3, in general accordance with ASTM International (ASTM) standard D2488, *Standard Practice for Description and Identification of Soils (Visual-Manual Procedures)*. Summary boring logs are presented on Figures 4 and 5.

Soil Conditions

The soils observed underlying existing surface conditions (i.e., asphalt and base course) were categorized into two general units:

- **Fill:** Fill was observed in borings B-1 and B-2 and consisted of silt with variable sand and organic content or of sand with variable silt and organic content. The fill was in a very soft to soft/very loose to loose, moist or moist to wet condition. The fill extended approximately 21.2 ft bgs in boring B-1 and 19.0 ft bgs in boring B-2.
- **Marine Sedimentary Rock:** Marine sedimentary rock (MSR) was observed beneath the fill in borings B-1 and B-2. The MSR consisted of very silty sand in a medium dense to very dense, moist condition. The unit appeared weathered from 21.2 to 26.3 ft bgs in boring B-1. Both borings were terminated in the MSR.

Groundwater Conditions

At time of drilling, groundwater was not observed in borings B-1 and B-2. Site groundwater elevations will vary depending on local subsurface conditions, weather conditions, and other factors. Site groundwater levels are expected to fluctuate seasonally, with maximum groundwater levels occurring during late winter and early spring.

Geotechnical Laboratory Testing

Soil samples obtained from the borings were transported to Landau's geotechnical laboratory for further examination and testing. Field log descriptions were checked against the laboratory samples. Where appropriate, the descriptions were updated in accordance with ASTM standard D2487, *Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)*.

Natural moisture content determinations were performed on select soil samples in accordance with ASTM standard test method D2216, *Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass*. The natural moisture content is shown as "W = xx" (i.e., percent of dry weight) in the "Test Data" column on Figures 4 and 5.

Grain size analyses were performed on select soil samples in accordance with ASTM standard test method D422, *Standard Test Method for Particle-Size Analysis of Soils*. Samples selected for grain size analysis are designated with a "GS" in the "Test Data" column on Figures 4 and 5. In addition to samples collected from borings B-1 and B-2, a grain size analysis was performed on a sample collected from the creek bed (SB-01). Results of the grain size analyses are presented on Figure 6.

U.S. standard No. 200 washes were performed on select soil samples in accordance with ASTM standard test method D1140, *Standard Test Methods for Determining the Amount of Material Finer than 75- μ m (No. 200) Sieve in Soils by Washing*. Results are shown as "-200 = xx" in the "Test Data" column on Figures 4 and 5.

An Atterberg limits determination was performed in accordance with ASTM standard test method D4318, *Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils*. The sample selected for Atterberg limits testing is designated with an "AL" in the "Test Data" column on Figure 4. Results of the Atterberg limits determination are presented on Figure 7.

Conclusions and Recommendations

Based on the subsurface conditions observed in Landau's June 2022 explorations, a bridge structure would be a suitable replacement for the culvert, provided the following recommendations are incorporated into the project design. The following key points should be considered when developing project plans and specifications:

- The MSR at the anticipated foundation depth is fine-grained, highly compact, and unlikely to transmit groundwater readily. Groundwater may be managed with conventional sumps, pumps, and/or diversion systems.
- The embankment fill is fine-grained and contains wood debris and other organic material. It should not be reused as structural fill.

Bridge Structure

Shallow foundations constructed on MSR are anticipated to provide adequate support for the proposed bridge structure and associated retaining walls. When developing the recommendations herein, Landau assumed that backfill within the structural excavation zone would consist of Gravel Borrow conforming to the requirements in Section 9-03.14(1) of the Washington State Department of Transportation’s 2022 *Standard Specifications for Road, Bridge, and Municipal Construction (2022 WSDOT Standard Specifications)*. Landau also assumed that the Gravel Borrow would be compacted to at least 95 percent of its maximum dry density. If neat shoring is used to limit excavation quantities, the existing embankment fill parameters (see Table 3) in the “Retaining Wall Design Parameters” section may be used.

Bearing resistance values for strength, service, and extreme event limit states are provided in Table 1.

Table 1. Shallow Foundation Design Nominal Bearing Resistance

Foundation Width (ft)	Ultimate Bearing Resistance (ksf) ^(a)	
	Strength and Extreme Limit States	Service Limit State (1-inch Settlement)
2	8.3	N/A ^(b)
4	13.2	N/A ^(b)
6	18.0	11.1
8	22.6	8.4
10	27.0	7.6

(a) Ultimate bearing resistance for intermediate foundation widths can be interpolated.

(b) Service limit strength exceeds strength and extreme limit states.

General notes: One-half of the service limit settlement could occur as differential settlement.

Landau has assumed an embedment depth of 1 ft below the stream channel base preceded by a scour depth of 1 ft.

ft = feet

ksf = kips per square foot

N/A = not applicable

Resistance factors for shallow foundations are provided in Table 2 (AASHTO 2017).

Table 2. Shallow Foundation Resistance Factors

Limit State	Bearing	Sliding
Strength	0.45	Pre-cast concrete: 0.90 Cast-in-place concrete: 0.80
Extreme	0.90	0.90
Service	1.0	1.0

Retaining Wall Design Parameters

Retaining walls should be evaluated for global stability during final design. The soil parameters in Table 3 can be used to design retaining walls. Passive resistance should not be included on the creek side of the footing, given the potential for scour.

Table 3. Retaining Wall Design Parameters

Parameter	Gravel Borrow		Existing Embankment Fill	
	Level Backslope	3H:1V Backslope	Level Backslope	3H:1V Backslope
Backfill soil unit weight (pcf)	125		110	
Backfill soil submerged unit weight (pcf)	63		48	
Backfill soil internal angle of friction (degrees)	36		28	
Foundation soil internal angle of friction (degrees)	38		38	
Active earth pressure coefficient (K_a)	0.26	0.32	0.36	0.47
At-rest earth pressure coefficient (K_0)	0.41	0.50	0.53	0.69
Seismic earth pressure coefficient – Unrestrained (K_{ae})	0.40	0.59	0.53	N/A ^(a)
Seismic earth pressure coefficient – Restrained (K_{ae})	0.77	N/A ^(a)	1.03	N/A ^(a)
Ultimate coefficient of sliding	Cast-in-place: 0.57 Pre-cast: 0.46		Cast-in-place: 0.57 Pre-cast: 0.46	

(a) = Upon request, Landau will develop a limit equilibrium model to obtain this coefficient.

H = horizontal

N/A = not applicable

pcf = pounds per cubic foot

V = vertical

Retaining walls may be supported on shallow foundations designed in accordance with the parameters in Tables 1 through 3. Landau should be asked to provide appropriate earth pressure coefficients for walls with backslopes greater than 3H:1V, if necessary.

Seismic Design

The parameters in Table 4 were determined in accordance with the American Association of State Highway and Transportation Officials' (AASHTO) *LRFD (Load and Resistance Factor Design) Bridge Design Specifications*. AASHTO recommends using a "7 percent probability of exceedance in 75 years" (nominal 1,000-year earthquake) event to develop a design spectrum for bridges (2017).

Table 4. Seismic Design Parameters

Site Class	M	PGA (g)	A _s (g)	S _s (g)	S ₁ (g)	F _a	F _v	F _{PGA}
D	8.95	0.418	0.452	0.966	0.421	1.114	1.579	1.082

A_s = site-adjusted peak ground acceleration

F_a, F_v = acceleration (0.2-second period) and velocity (1.0-second period) site coefficients, respectively

F_{PGA} = peak ground acceleration coefficient

g = acceleration due to gravity

M = design earthquake moment magnitude

PGA = peak ground acceleration

S_s, S₁ = 0.2-second and 1.0-second period spectral accelerations, respectively

The site is underlain by very dense MSR deposits and is mapped as “unsusceptible to soil liquefaction” (DNR, accessed September 11, 2022). In Landau’s opinion, there is a low risk for soil liquefaction or lateral spreading to occur at the site. Given the distance between the site and the nearest known active crustal faults, the risk of ground rupture due to surface faulting is low.

Earthwork and Construction Considerations

The following key points should be considered when developing project plans and specifications:

- **Reuse of site soil:** The roadway embankment fill is moisture sensitive and contains appreciable organic material. It should not be reused as structural fill.
- **Structural fill:** Gravel Borrow, as described in Section 9-03.14(1) of the *2022 WSDOT Standard Specifications*, is a suitable source of structural fill. During periods of wet weather, the fines content should not exceed 5 percent, based on the minus ¾-inch fraction. Structural fill should be used as backfill within the limits of the structural excavation.
- **Temporary excavations:** Temporary excavations should be completed in accordance with the guidelines in Section 2-09 of the *2022 WSDOT Standard Specifications*. The contractor should be responsible for actual excavation configurations and the maintenance of safe working conditions, including temporary excavation stability. Temporary excavations in excess of 4 ft should be shored or sloped in accordance with the requirements in Safety Standards for Construction Work, Part N (Washington State Department of Labor and Industries, Chapter 296-155 Washington Administrative Code). The soil likely to be exposed in the excavation sidewalls should be considered Type C. The maximum allowable excavation inclination in Type C soils is 1.5H:1V. The soil parameters in Table 5 can be used to design temporary shoring systems.

Table 5. Recommended Soil Parameters for Design of Temporary Shoring

Soil Unit	Moist Unit Weight (pcf)	Submerged Unit Weight (pcf)	Cohesion (psf)	Internal Angle of Friction (degrees)
Fill	110	48	0	28
Marine Sedimentary Rock	130	68	0	38

pcf = pounds per cubic foot

psf = pounds per square foot

- Dewatering/bypass:** Soils at the anticipated foundation depth are fine-grained, highly compact, and unlikely to transmit groundwater readily. If encountered during construction excavation, groundwater seepage and surface water can be managed with sumps, pumps, and/or diversion systems. Groundwater and surface water should be controlled during construction to provide a dry, stable work area. Completing construction during summer and early fall, when the creek is at its lowest level, will reduce the magnitude of dewatering required.
- Permanent slopes:** Roadway embankments should be constructed with slopes 2H:1V or flatter, in accordance with Section 2-03 of the *2022 WSDOT Standard Specifications*.

Use of This Technical Memorandum

Landau Associates has prepared this technical memorandum for the exclusive use of KPFF Consulting Engineers and the Washington State Parks and Recreation Commission for specific application to the Lake Sylvia State Park Culvert Replacement project in Montesano, Washington. No other party is entitled to rely on the information, conclusions, and recommendations included in this document without the express written consent of Landau Associates. Reuse of the information, conclusions, and recommendations provided herein for extensions of the project or for any other project, without review and authorization by Landau Associates, shall be at the user's sole risk.

Landau Associates warrants that, within the limitations of scope, schedule, and budget, its services have been provided in a manner consistent with that level of skill and care ordinarily exercised by members of the profession currently practicing in the same locality, under similar conditions as this project. Landau Associates makes no other warranty, either express or implied.

Closing

We trust that this memorandum provides you with sufficient information to proceed with the project. If you have questions or comments, or if we can be of further service, please contact Annabel Irwin at 360.791.3178 or at airwin@landauinc.com.

LANDAU ASSOCIATES, INC.

Annabel Irwin, PE
Senior Project Engineer



Calvin McCaughan, PE
Principal

BP/AMI/CAM/mcs

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Attachments: Figure 1. Vicinity Map
Figure 2. Site and Exploration Plan
Figure 3. Soil Classification System and Key
Figures 4 and 5. Logs of Borings B-1 and B-2
Figure 6. Grain Size Distribution
Figure 7. Plasticity Chart

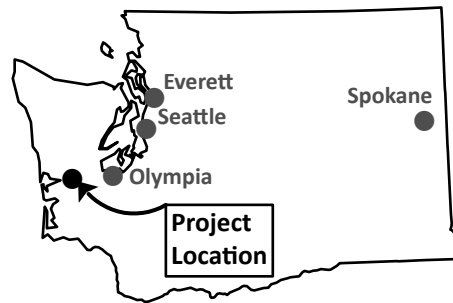
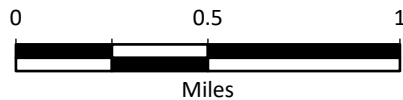
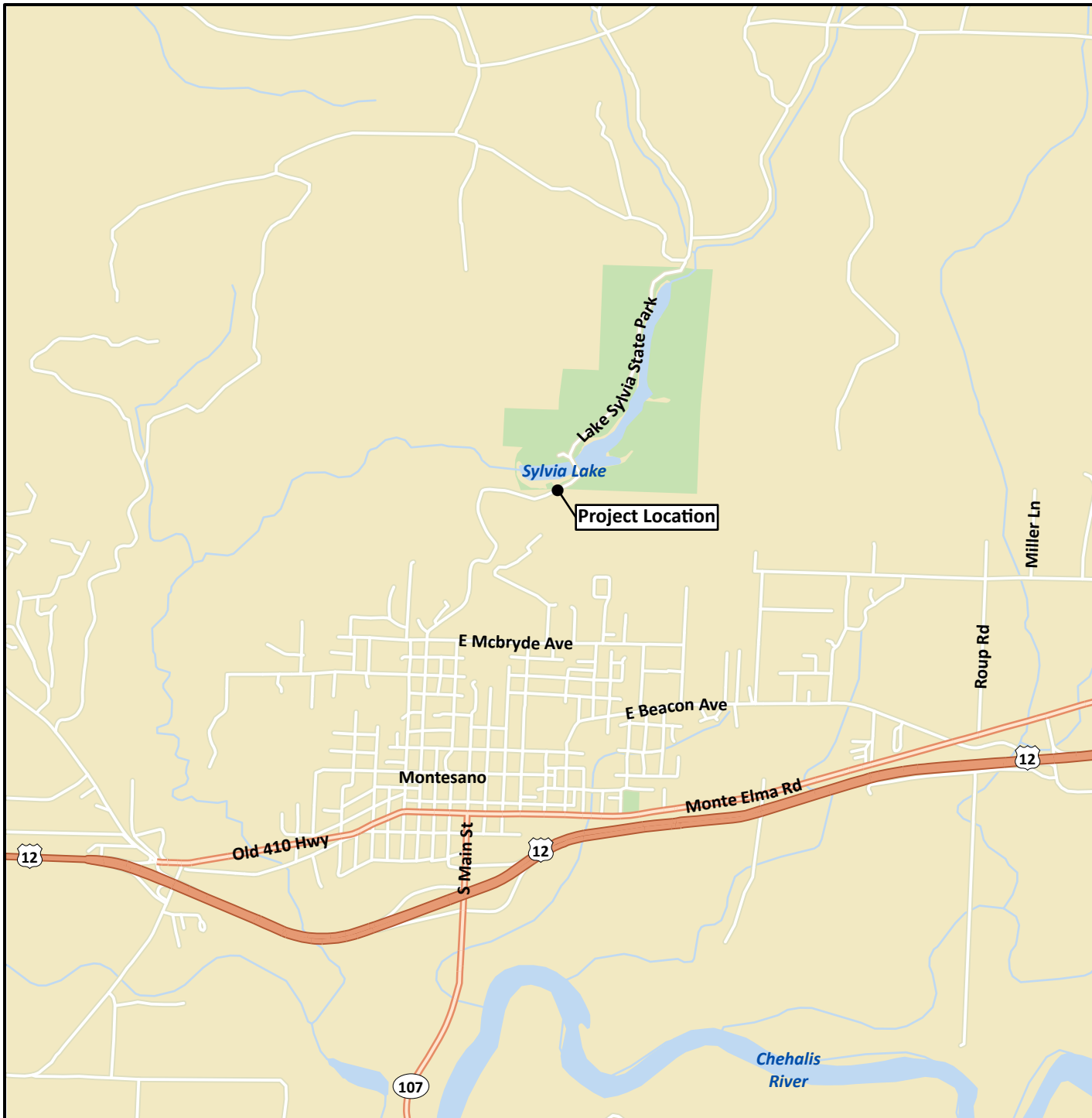
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Logan, R.L. 1987. *Geologic Map of the South Half of the Shelton and South Half of the Copalis Beach Quadrangles, Washington*. Washington State Department of Natural Resources.

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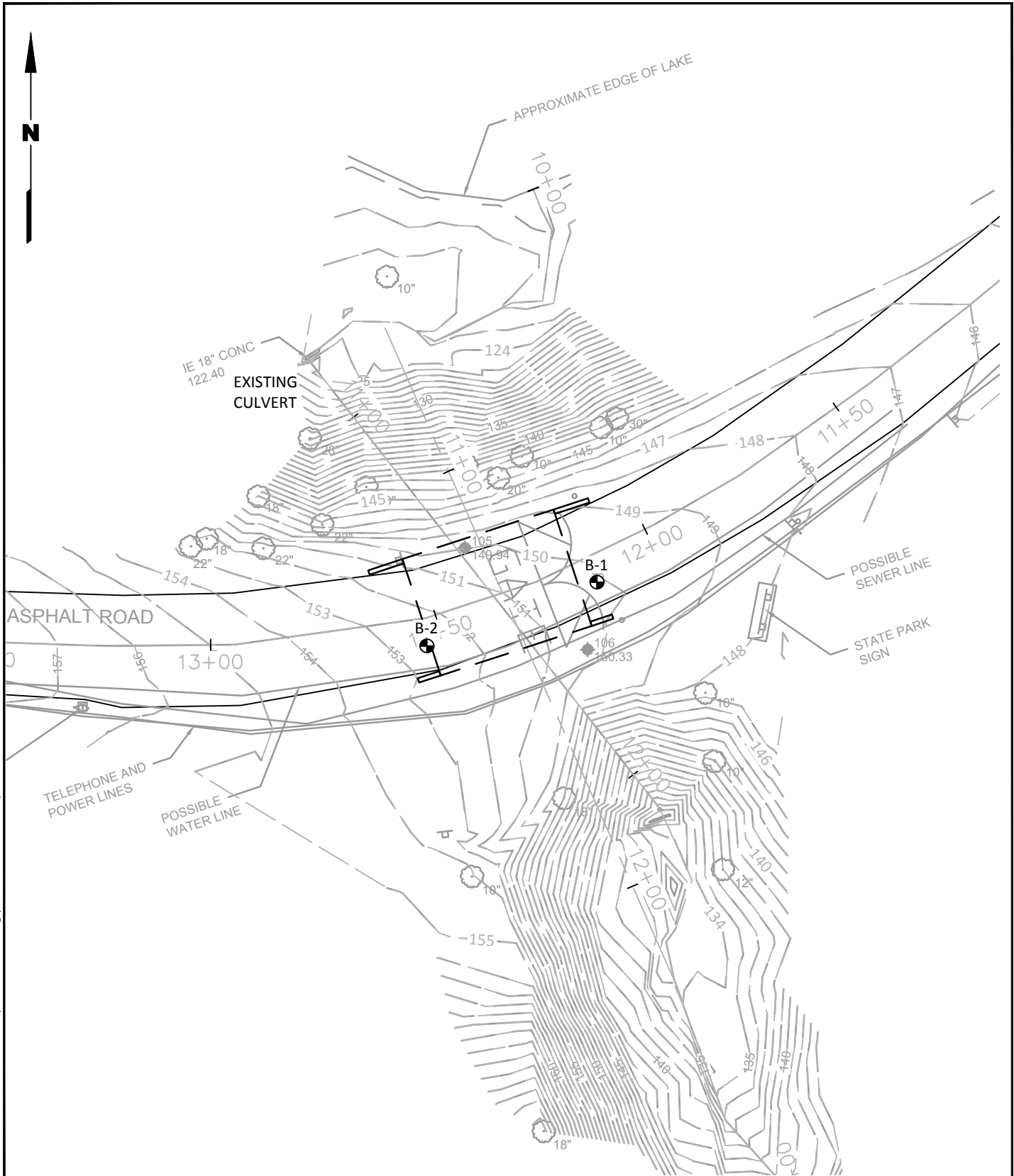
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Lake Sylvia State Park
 Culvert Replacement
 Montesano, Washington


Vicinity Map

Figure
1

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Legend

B-1  Approximate Boring Location and Designation



Source: KPFF 2022



Lake Sylvia State Park
Culvert Replacement
Montesano, Washington

Site and Exploration Plan

Figure 2

Soil Classification System

	MAJOR DIVISIONS	CLEAN GRAVEL (Little or no fines)	GRAPHIC SYMBOL	LETTER SYMBOL ⁽¹⁾	TYPICAL DESCRIPTIONS ⁽²⁾⁽³⁾
COARSE-GRAINED SOIL (More than 50% of material is larger than No. 200 sieve size)	GRAVEL AND GRAVELLY SOIL (More than 50% of coarse fraction retained on No. 4 sieve)	CLEAN GRAVEL (Little or no fines)		GW	Well-graded gravel; gravel/sand mixture(s); little or no fines
		GRAVEL WITH FINES (Appreciable amount of fines)		GP	Poorly graded gravel; gravel/sand mixture(s); little or no fines
		GRAVEL WITH FINES (Appreciable amount of fines)		GM	Silty gravel; gravel/sand/silt mixture(s)
	SAND AND SANDY SOIL (More than 50% of coarse fraction passed through No. 4 sieve)	CLEAN SAND (Little or no fines)		SW	Well-graded sand; gravelly sand; little or no fines
		CLEAN SAND (Little or no fines)		SP	Poorly graded sand; gravelly sand; little or no fines
		SAND WITH FINES (Appreciable amount of fines)		SM	Silty sand; sand/silt mixture(s)
FINE-GRAINED SOIL (More than 50% of material is smaller than No. 200 sieve size)	SILT AND CLAY (Liquid limit less than 50)	SILT AND CLAY (Liquid limit less than 50)		ML	Inorganic silt and very fine sand; rock flour; silty or clayey fine sand or clayey silt with slight plasticity
		SILT AND CLAY (Liquid limit less than 50)		CL	Inorganic clay of low to medium plasticity; gravelly clay; sandy clay; silty clay; lean clay
		SILT AND CLAY (Liquid limit less than 50)		OL	Organic silt; organic, silty clay of low plasticity
	SILT AND CLAY (Liquid limit greater than 50)	SILT AND CLAY (Liquid limit greater than 50)		MH	Inorganic silt; micaceous or diatomaceous fine sand
		SILT AND CLAY (Liquid limit greater than 50)		CH	Inorganic clay of high plasticity; fat clay
		SILT AND CLAY (Liquid limit greater than 50)		OH	Organic clay of medium to high plasticity; organic silt
	HIGHLY ORGANIC SOIL		PT	Peat; humus; swamp soil with high organic content	

OTHER MATERIALS	GRAPHIC SYMBOL	LETTER SYMBOL	TYPICAL DESCRIPTIONS
PAVEMENT		AC or PC	Asphalt concrete pavement or Portland cement pavement
ROCK		RK	Rock (See Rock Classification)
WOOD		WD	Wood, lumber, wood chips
DEBRIS		DB	Construction debris, garbage

- Notes:
- USCS letter symbols correspond to symbols used by the Unified Soil Classification System and ASTM classification methods. Dual letter symbols (e.g., SP-SM for sand or gravel) indicate soil with an estimated 5-15% fines. Multiple letter symbols (e.g., ML/CL) indicate borderline or multiple soil classifications.
 - Soil descriptions are based on the general approach presented in the Standard Practice for Description and Identification of Soils (Visual-Manual Procedure), outlined in ASTM D 2488. Where laboratory index testing has been conducted, soil classifications are based on the Standard Test Method for Classification of Soils for Engineering Purposes, as outlined in ASTM D 2487.
 - Soil description terminology is based on visual estimates (in the absence of laboratory test data) of the percentages of each soil type and is defined as follows:
 - Primary Constituent: > 50% - "GRAVEL," "SAND," "SILT," "CLAY," etc.
 - Secondary Constituents: > 30% and < 50% - "very gravelly," "very sandy," "very silty," etc.
 - > 15% and < 30% - "gravelly," "sandy," "silty," etc.
 - Additional Constituents: > 5% and < 15% - "with gravel," "with sand," "with silt," etc.
 - < 5% - "with trace gravel," "with trace sand," "with trace silt," etc., or not noted.
 - Soil density or consistency descriptions are based on judgement using a combination of sampler penetration blow counts, drilling or excavating conditions, field tests, and laboratory tests, as appropriate.

Drilling and Sampling Key		Field and Lab Test Data																																																						
SAMPLER TYPE & METHOD	SAMPLE NUMBER & INTERVAL																																																							
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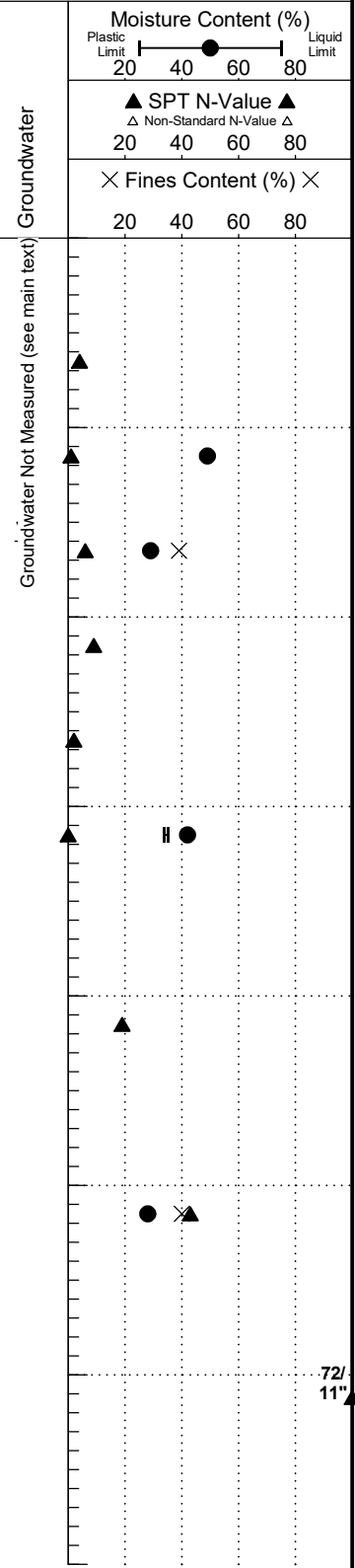
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LAI Project No: 0121060.010

SAMPLE DATA

SOIL PROFILE

Depth (ft)	Elevation (ft)	Sample Number & Interval	Sampler Type	Blows/Foot	Test Data	Graphic Symbol	USCS Symbol	Soil Profile Description
						AC GP ML		Drilling Method: <u>Hollow-Stem Auger</u> Ground Elevation (ft): <u>Not Measured</u> Drilled By: <u>Holocene Drilling Inc.</u> Logged By: <u>BP</u> Date: <u>06/20/22</u>
								4 inches of asphalt (ASPHALT) 10 inches of base course (BASE COURSE)
		S-1	b2	4		●		Red-brown, iron-stained, very sandy SILT (soft, moist) (FILL)
5		S-2	b2	1	W = 49	●		-Grades to very soft and with pieces of sandstone
		S-3	b2	6	W = 29 GS	●	SM	Gray-brown, very silty, fine to coarse SAND (loose, moist) -2-inch lens of sandstone at 8 ft bgs
10		S-4	b2	9		●		-Includes orange and black mottling
		S-5	b2	2		●	ML	-Lenses of sandstone and fragments of charcoal throughout sample Brown SILT with sand and wood fragments (very soft, moist to wet)
15		S-6	b2	0	W.O.H W = 42 AL	●		-Partially decomposed wood in sampler shoe
20		S-7A S-7B	b2	19		●	SM	-Grades to black-gray, sandy, and with green-gray sandstone -Wood debris at top of sampler Gray-brown, iron-stained, very silty, fine SAND (medium dense, moist) (MARINE SEDIMENTARY ROCK)
25		S-8	b2	43	W = 28 GS	●		-Grades to dense -Iron staining at 25.5 ft bgs -Grades to gray
30		S-9	b2	72/ 11"		●		-Grades to very dense



- Notes:
1. Stratigraphic contacts are based on field interpretations and are approximate.
 2. Reference to the text of this report is necessary for a proper understanding of subsurface conditions.
 3. Refer to "Soil Classification System and Key" figure for explanation of graphics and symbols.

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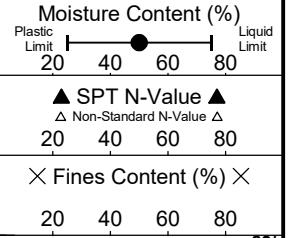
B-1

LAI Project No: 0121060.010

SAMPLE DATA

SOIL PROFILE

Groundwater



Depth (ft)

Elevation (ft)

Sample Number & Interval

Sampler Type

Blows/Foot

Test Data

Graphic Symbol

USCS Symbol

Drilling Method: Hollow-Stem Auger

Ground Elevation (ft): Not Measured

Drilled By: Holocene Drilling Inc.

Logged By: BP Date: 06/20/22

35

S-10

b2

83/
11"

SM

Gray, very silty, fine SAND (very dense, moist)

(MARINE SEDIMENTARY ROCK)

83/
11"

Boring Completed 06/20/22
 Total Depth of Boring = 36.0 ft.

bgs = below ground surface
 ft = feet
 W.O.H. = weight of hammer

40

45

50

55

60

65

70

- Notes:
1. Stratigraphic contacts are based on field interpretations and are approximate.
 2. Reference to the text of this report is necessary for a proper understanding of subsurface conditions.
 3. Refer to "Soil Classification System and Key" figure for explanation of graphics and symbols.

121060.01_10/25/22 2:10:04 210/005-01010/12102301601016P.61531018.C86/ING.C.003/WITH-536AAPHH



Lake Sylvia State Park
 Culvert Replacement
 Montesano, Washington

Log of Boring B-1

Figure

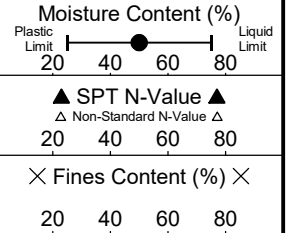
4
(2 of 2)

B-2

LAI Project No: 0121060.010

SAMPLE DATA

SOIL PROFILE



Drilling Method: Hollow-Stem Auger

Ground Elevation (ft): Not Measured

Drilled By: Holocene Drilling Inc.

Logged By: BP Date: 06/20/22

Groundwater
Groundwater Not Measured (see main text)

Depth (ft) 0 5 10 15 20 25 30 35

Elevation (ft)	Sample Number & Interval	Sampler Type	Blows/Foot	Test Data	Graphic Symbol	USCS Symbol
	S-1	b2	3	W = 42 -200 = 48		SM
	S-2	b2	0	W.O.H W = 31 -200 = 42		
	S-3	b2	4			
	S-4	b2	6			
	S-5	b2	4	W = 35 GS		
	S-6	b2	5			
	S-7	b2	72/12"	W = 21 GS		SM
	S-8	b2	70/11"			

4 inches of asphalt (ASPHALT)

10 inches of base course (BASE COURSE)

Red-brown, iron-stained, very silty, fine to coarse SAND (very loose, moist) (FILL)

-Seams of organics
-Grades to brown
-Lenses of white calcide throughout sample

-Includes pieces of sandstone
-Grades to with trace organics

-Grades to silty and loose

-Grades to very silty
-Iron-stained sandstone at 13 ft bgs

-Grades to moist to wet

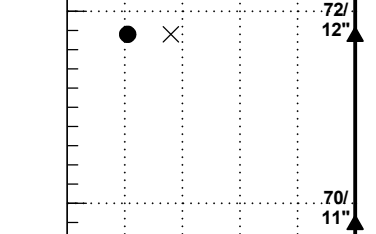
Gray-brown, iron-stained, very silty, fine SAND (very dense, moist) (MARINE SEDIMENTARY ROCK)

-Grades to gray

-Heavy iron staining at 25.5 ft bgs

Groundwater

Groundwater Not Measured (see main text)

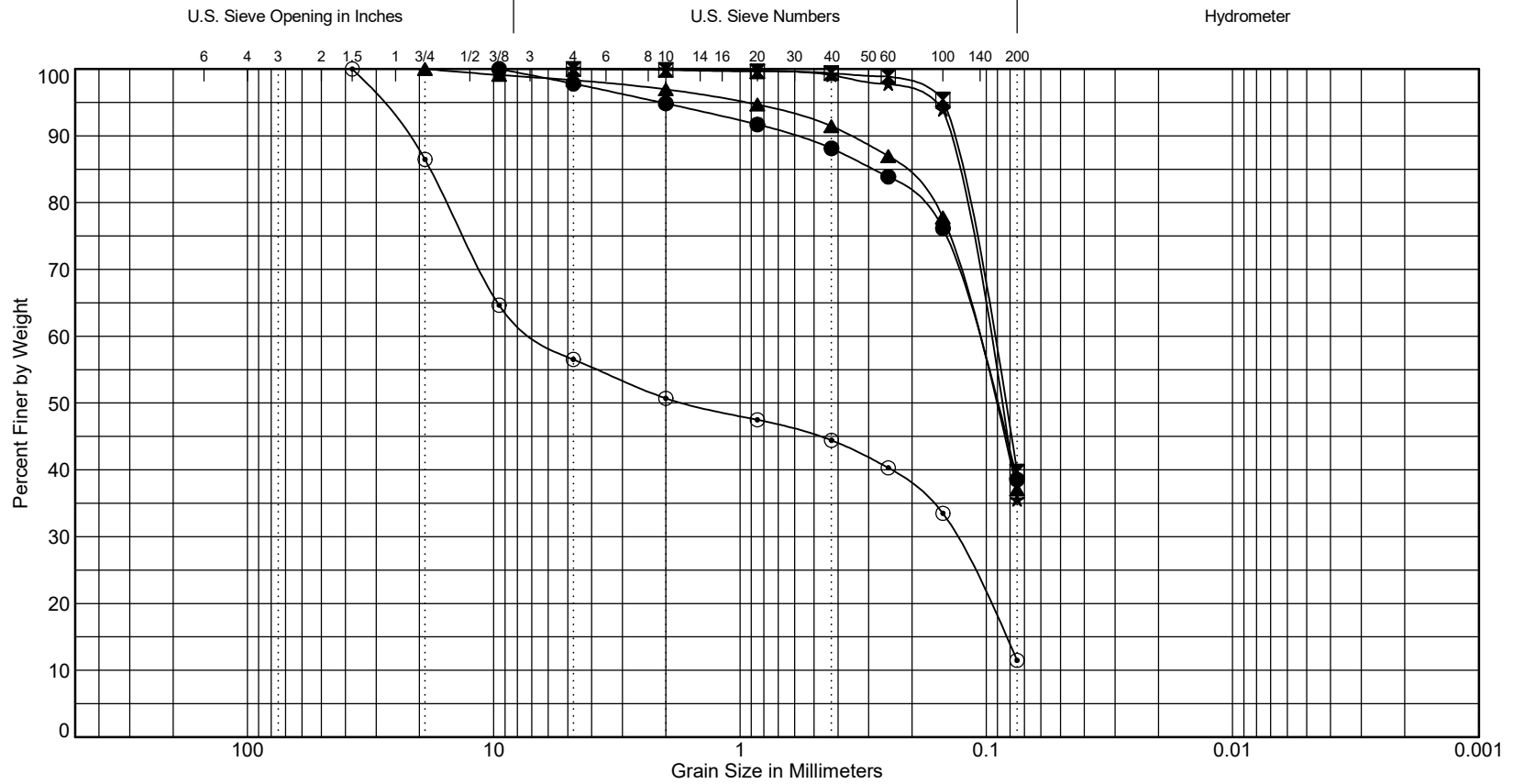


Boring Completed 06/20/22
Total Depth of Boring = 26.0 ft.

bgs = below ground surface
ft = feet
W.O.H. = weight of hammer

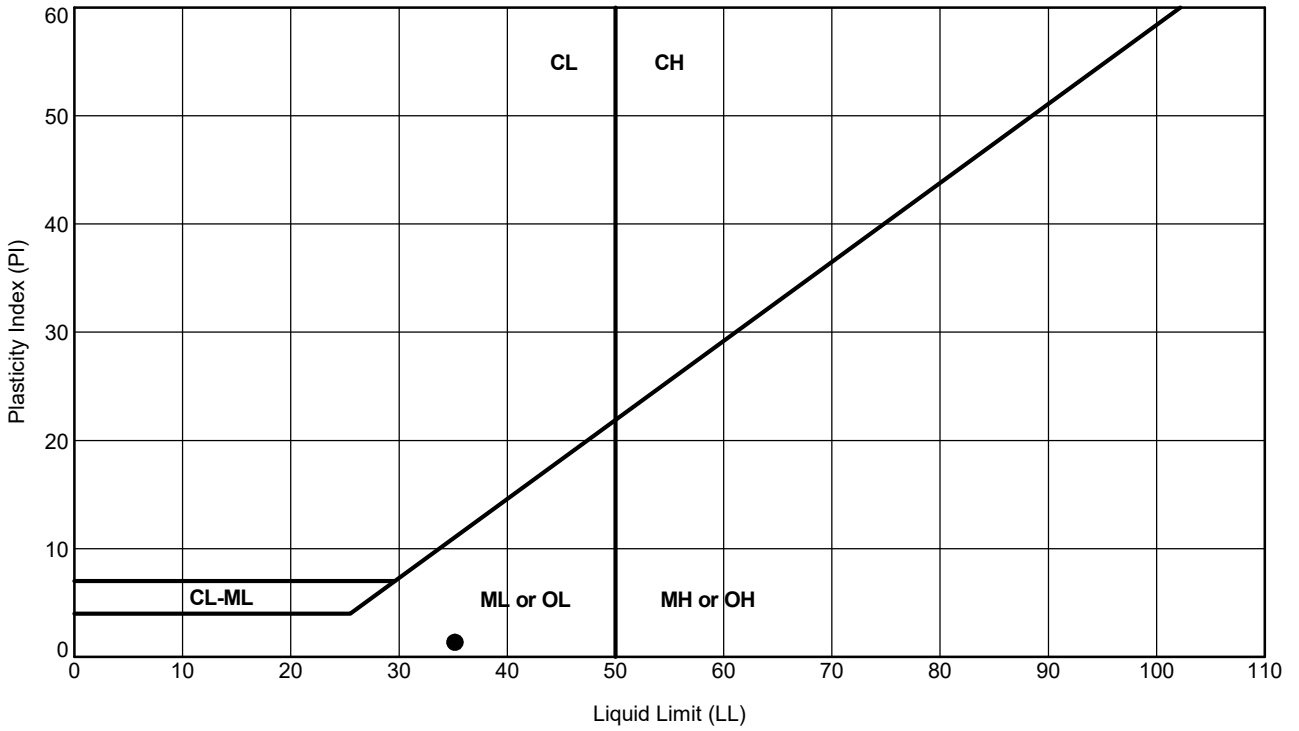
- Notes:
1. Stratigraphic contacts are based on field interpretations and are approximate.
 2. Reference to the text of this report is necessary for a proper understanding of subsurface conditions.
 3. Refer to "Soil Classification System and Key" figure for explanation of graphics and symbols.

121060.01_10/25/22_YY04_210/05-0101/01/210X3060/0/GEP/GIS/CH/IB/GK/RMG/GC/003/WITH/CGRA/PHH



Cobbles	Gravel		Sand			Silt or Clay
	Coarse	Fine	Coarse	Medium	Fine	

Symbol	Exploration Number	Sample Number	Depth (ft)	Natural Moisture (%)	Soil Description	Unified Soil Classification
●	B-1	S-3	7.5	29	Very silty, fine to coarse SAND	SM
⊠	B-1	S-8	25.0	28	Very silty, fine SAND	SM
▲	B-2	S-5	12.5	35	Very silty, fine to coarse SAND	SM
★	B-2	S-7	20.0	21	Very silty, fine SAND	SM
⊙	SB-01	SB-01	0.1	29	Very gravelly, fine to coarse SAND with silt	SP-SM



ATTERBERG LIMIT TEST RESULTS

Symbol	Exploration Number	Sample Number	Depth (ft)	Liquid Limit (%)	Plastic Limit (%)	Plasticity Index (%)	Natural Moisture (%)	Soil Description	Unified Soil Classification
●	B-1	S-6	15.0	35	34	1	42	SILT	ML

ASTM D 4318 Test Method

121060.01_10/25/22_Y:\0121\060.010\10121060.010.GPJ ATTERBERG LIMITS FIGURE

**LAKE SYLVIA STATE PARK
CULVERT REPLACEMENT**

The following list of major items of construction has been included for Bidder's convenience in preparing a bid proposal. Exclusion of items from this summary does not indicate exclusion from project. For lump sum items, the bidder is cautioned that the drawings are the only source for measurement of project quantities, and drawings have been detailed for this purpose. In preparing a bid proposal, Bidder should note apparent discrepancies between the list below and the drawings and consult with Engineer for verification.

BASE BID ITEMS

BID ITEM	DESCRIPTION	ESTIMATED QUANTITY	PAYMENT
1.	TRENCH EXCAVATION SAFETY PROVISIONS	L.S.	PER LUMP SUM
	See instructions on Bid Proposal Form.		
2.	BRIDGE INSTALLATION	L.S.	PER LUMP SUM
	Includes all work associated with replacing the culvert with a bridge and associated site improvements. All quantities shall be taken from the plans and site observations. Major items of work include:		
	A. Traffic Control, Demolition, Temporary Erosion Control, Temporary Utility Relocation, and Temporary Stream Diversion.		
	B. Roadway Excavation, Structure Excavation, Channel Excavation, and removal of structures and Obstructions.		
	C. Structural Earth Wall Design.		
	D. Structural Earth Wall and Bridge Installation (Bridge furnished by Owner).		
	E. Stream Reconstruction and Large Woody Material placement.		
	F. Permanent Utility Relocation and Connections.		
	G. Roadway Construction, Paving, Striping, and Guardrail.		
	H. Park Entry Sign, Gate Installation (Gate furnished by Owner), and roadway signage.		
	I. Planting and Permanent Erosion Control.		

**LAKE SYLVIA STATE PARK
CULVERT REPLACEMENT**

ALTERNATE BID ITEMS

ALTERNATE BID ITEM	DESCRIPTION	ESTIMATED QUANTITY	PAYMENT
A1.	PAVE EXISTING BRIDGE APPROACHES	L.S.	PER LUMP SUM
A.	Complete in place, including all labor, equipment, and materials necessary to provide asphalt paving at each end of the existing bridge abutment as indicated on the drawings and as specified in division 5 – Surface Treatments and Pavements. Including but not limited to:		
a.	Alternate: Provide 4-inch thick HMA at each end of the existing bridge abutment.		
	i. North end of the bridge: Approximately 8' x 40'		
	ii. South end of the bridge: Approximately 8' x 40'		

END OF SECTION



LAKE SYLVIA STATE PARK
CULVERT REPLACEMENT

BIDS DUE:
1:00PM, THURSDAY,
MAY 16, 2024

BID DELIVERY LOCATION:

DELIVER BIDS ELECTRONICALLY TO [BIDBOX@PARKS.WA.GOV](mailto:bidbox@parks.wa.gov)

Subject line to read: "SW-C1356 [YOUR COMPANY NAME]."

*** Bid Proposal and Signature: See Sections 7.1 and 11.1 of the Instructions to Bidders for expanded instructions for bid submittal. ***

** PLEASE PRINT CLEARLY BELOW **

TOTAL BASE BID	
(NOT INCLUDING SALES TAX)	
↓ PRICE WRITTEN-OUT COMPLETELY IN WORDS ↓	↓ PRICE IN NUMBERS ONLY ↓
<hr/> <hr/> _____ (U.S.) DOLLARS	\$ _____

Printed Name of Person Signing Bid Proposal ↑	Firm Name (Printed legibly) ↑
Title ↑ (Estimator, Vice-President, Owner, Principal, etc.)	Physical Street Address ↑ (NO PO Boxes Here)
Contractor Registration No. & Expiration Date ↑	City ↑ State Zip + PLUS 4 ()
Taxpayer Identification Number ↑	Area Code Phone Number ↑ ()
Washington UBI Number ↑	Area Code Fax Number ↑ ()
Employment Security Department Number ↑	Area Code Cellular Phone Number ↑ ()
PO Box for US Mail Delivery (if any) ↑	E-Mail Address (Enter N/A if none) ↑



**LAKE SYLVIA STATE PARK
CULVERT REPLACEMENT**

Unit prices and estimated quantities shall be used to determine the Base Bid. These prices shall also be used to adjust the Contract in the event there is an increase or decrease in the estimated quantities. All costs shall be “in place” costs and complete, **excluding State Sales Tax.** *In the event of an irregularity, the unit price prevails. The Owner reserves the right to make mathematical corrections of multiplication or addition errors on the bid form.*

Trench Excavation Safety Provisions: If the contract contains any work which requires trenching exceeding a depth of four (4) feet, all costs for adequate trench safety systems shall be identified as a separate bid item in compliance with Chapter 39.04 RCW. The purpose of this provision is to ensure that the bidder agrees to comply with all relevant trench safety requirements of Chapter 49.17 RCW. This bid amount shall be considered part of the total base bid. **Include a lump sum dollar amount (even if the value is \$0.00) to be considered responsive to the bid solicitation.**

Wage Certification. The bidder certifies under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct: within the three-year period immediately preceding the bid solicitation date, the bidder has not been a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

BASE BID ITEMS

BE SURE TO INCLUDE UNIT PRICES IF THE BOX IS NOT SHADED

ITEM NO.	DESCRIPTION	EST QTY	UNIT PRICE	TOTAL AMOUNT
1.	Trench Excavation Safety Provisions	1 LS		
2.	Bridge Installation	1 LS		
ITEM TOTAL MUST AGREE WITH PAGE 1 BID AMOUNT →				\$

ALTERNATE BID ITEMS

ITEM NO.	DESCRIPTION	EST QTY	UNIT PRICE	TOTAL AMOUNT
A1	Pave Existing Bridge Approaches	LS		

Minority and Women’s Business Enterprises (MWBE), WA Small Business, WA Veteran-Owned Business Utilization Certification: The bidder certifies good faith efforts to provide opportunities to MWBEs, Small Businesses, and Veteran-Owned Businesses. If awarded, the bidder commits to utilizing these firms or approved substitutes on the project. If no such firms will be used, enter "N.A." on the first line.



**LAKE SYLVIA STATE PARK
CULVERT REPLACEMENT**

Firm Name, Address and Federal I.D. #	Type of Work	Certificate Number	MBE%	WBE%	Small Business%	Veteran Business%
1						
2						
TOTALS						

Bidder may attach a separate sheet for additional MWBE Utilization Certification.

The Bidder declares that they have carefully examined the site of the proposed work, the Drawings, Specifications and all of the conditions affecting the work. Therefore, the Bidder proposes to provide all labor, equipment, materials, and permits and to perform all work as required by, and in strict accordance with the Contract Documents for the bid amounts as follows.

The Commission reserves the right to accept or reject all bids and to waive informalities. No withdrawal of bids after bid deadline, or before award of contract, unless award is delayed over thirty (30) days.

Bidder agrees to complete project (including accepted alternates) in accordance with drawings and specifications within **95** calendar days from the date provided on the Notice to Proceed letter.

It is agreed that liquidated damages, in the amount of **\$500.00**, shall be levied for each and every calendar day by which the completion of the work is delayed beyond the time fixed for completion or extension of the contract.

Apprentice Utilization Requirements. The apprentice labor hours required for this project are 15% of the total labor hours. The undersigned agrees to utilize this level of apprentice participation. A monetary incentive of \$1,000.00 will be paid to the contractor meeting the apprentice utilization requirement. A monetary penalty will be applied to the contractor failing to meet the utilization requirement and failing to demonstrate a Good Faith Effort. The penalty will be \$100.00 per percentage point not utilized.

Expected Apprenticeship Utilization cost value to be included in the bid associated with meeting the goals: \$ _____.

Addenda: Receipt of addenda numbered [] through [] is hereby acknowledged.

Signature of Authorized Official



LAKE SYLVIA STATE PARK
CULVERT REPLACEMENT

SUBCONTRACTORS UTILIZATION LIST

In compliance with the contract documents, the following subcontractor list is submitted:

SUBCONTRACTOR LISTING – RCW 39.30.060

If the base bid and the sum of the additive alternates is one million dollars or more, the Bidder shall provide names of the subcontractors with whom the Bidder will **directly** subcontract for performance of the following work. If the Bidder intends to perform the work, the Bidder must enter its name for that category of work.

- A. Submission Deadline: The completed and signed Subcontractors List must be submitted with bid.
- B. List Subcontractors: The Bidder shall indicate on the Subcontractors List the names of the subcontractors with whom the Bidder, if awarded the contract, will directly subcontract for performance of the work of heating, ventilation, and air conditioning, plumbing as described in Chapter 18.106 RCW, electrical as described in Chapter 19.28 RCW, structural steel installation, and rebar installation.
- C. List Bidder if Bidder Performing Work: If the Bidder will self-perform the work in any of the five areas required, the Bidder shall name itself for the work on the Subcontractors List.
- D. Name Only One Firm for Each Category of Work: The Bidder shall not list more than one firm (subcontractor or Bidder) for each category of work identified, unless subcontractors vary with bid Alternatives or Additives, in which case the Bidder must indicate which firm will be used for which Alternate or Additive.
- E. Substitution of Subcontractors: Substitution of any listed subcontractor may only be according to the procedure and parameters set forth in RCW 39.30.060.
- F. Factors Relating to Non-Responsiveness: **Failure of the Bidder to submit the names of such subcontractors or to name itself to perform such work or the naming of two or more firms (subcontractors or Bidder) to perform the same work shall render the Bidder's bid nonresponsive and, therefore, VOID.**
- G. Applicable to Direct Subcontractors: The requirement of this section to name the Bidders' proposed heating, ventilation and air conditioning, plumbing, electrical, structural steel installation, and rebar installation subcontractors applies only to proposed heating, ventilation and air conditioning, plumbing, electrical, structural steel installation, and rebar installation subcontractors who will contract directly with the Bidder.



LAKE SYLVIA STATE PARK CULVERT REPLACEMENT

1. HVAC, Electrical, Plumbing: The requirement of this section to name the bidder's proposed heating, ventilation and air conditioning, plumbing and electrical subcontractors applies only to proposed heating, ventilation, and air conditioning, plumbing and electrical subcontractors who will contract directly with the bidder.

Category of Work	Bidder MUST check one box for each Category of Work. If subcontracting the work, bidder must name the subcontractor.
HVAC (Heating, Ventilation & Air Conditioning)	<input type="checkbox"/> Name of Subcontractor: _____ <input type="checkbox"/> Bidder will self-perform this work, or the project does not include this work.
Electrical	<input type="checkbox"/> Name of Subcontractor: _____ <input type="checkbox"/> Bidder will self-perform this work, or the project does not include this work.
Plumbing	<input type="checkbox"/> Name of Subcontractor: _____ <input type="checkbox"/> Bidder will self-perform this work, or the project does not include this work.

Bidder may attach a separate sheet for additional alternate bid subcontractors

2. Structural Steel Installation and Rebar Installation: The requirement of this section to name the bidder's proposed names of the subcontractors with whom the bidder, if awarded, will subcontract for performance of the work of structural steel installation and rebar installation.

Category of Work	Bidder MUST check one box for each Category of Work. If subcontracting the work, bidder must name the subcontractor.
Structural Steel Installation	<input type="checkbox"/> Name of Subcontractor: _____ <input type="checkbox"/> Bidder will self-perform this work, or the project does not include this work.
Rebar Installation	<input type="checkbox"/> Name of Subcontractor: _____ <input type="checkbox"/> Bidder will self-perform this work, or the project does not include this work.

Bidder may attach a separate sheet for additional alternate bid subcontractors

Signature of Authorized Official



**LAKE SYLVIA STATE PARK
CULVERT REPLACEMENT**

CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit GSA Standard Form SFLLL1, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000.00 and that all such sub-recipients shall certify and disclose accordingly.

Signature of Authorized Official



**LAKE SYLVIA STATE PARK
CULVERT REPLACEMENT**

NON-COLLUSION DECLARATION

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

FAILURE TO RETURN THIS DECLARATION AS PART OF THE BID PROPOSAL PACKAGE WILL MAKE THE BID NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

Signature of Authorized Official

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

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GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

PART 1 - GENERAL PROVISIONS

1.01 DEFINITIONS

- A. "Application for Payment" means a written request submitted by Contractor to A/E for payment of Work completed in accordance with the Contract Documents and approved Schedule of Values, supported by such substantiating data as Owner or A/E may require.
- B. "Architect," "Engineer," or "A/E" shall mean that person designated by the State Parks and Recreation Commission to be in charge of the work covered by this contract.
- C. "Change Order" means a written instrument signed by Owner and Contractor stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any, and (3) the extent of the adjustment in the Contract Time, if any.
- D. "Claim" means Contractor's exclusive remedy for resolving disputes with Owner regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in part 8.
- E. "Contract Award Amount" is the sum of the Base Bid and any accepted Alternates.
- F. "Contract Documents" means the Advertisement for Bids, Instructions for Bidders, completed Form of Proposal, General Conditions, Modifications to the General Conditions, Supplemental Conditions, Public Works Contract, other Special Forms, Drawings and Specifications, and all addenda and modifications thereof.
- G. "Contract Sum" is the total amount payable by Owner to Contractor for performance of the Work in accordance with the Contract Documents, including all taxes imposed by law and properly chargeable to the Work, except Washington State sales tax.
- H. "Contract Time" is the number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- I. "Contractor" means the person or entity who has agreed with Owner to perform the Work in accordance with the Contract Documents.
- J. "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.
- K. "Final Acceptance" means the written acceptance issued to Contractor by Owner after Contractor has completed the requirements of the Contract Documents, as more fully set forth in Section 6.09 B.
- L. "Final Completion" means that the Work is fully and finally completed in accordance with the Contract Documents, as more fully set forth in Section 6.09 A.
- M. "Force Majeure" means those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in paragraph 3.05 A.
- N. "Notice" means a written notice which has been delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered or sent by registered or certified mail, to the last business address known to the party giving notice.
- O. "Notice to Proceed" means a notice from Owner to Contractor that defines the date on which the Contract Time begins to run.
- P. "Owner" shall mean the Washington State Parks and Recreation Commission and its authorized representative with the authority to enter into, administer and/or terminate contracts and make related determinations and findings.
- Q. "Person" means a corporation, partnership, business association of any kind, trust, company, or individual.

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

- R. "Prior Occupancy" means Owner's use of all or parts of the Project before Substantial Completion, as more fully set forth in Section 6.08 A.
- S. "Progress Schedule" means a schedule of the Work, in a form satisfactory to Owner, as further set forth in section 3.02.
- T. "Project" means the total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by Owner or by separate contractors.
- U. "Project Manual" means the volume usually assembled for the Work which may include the bidding requirements, sample forms, and other Contract Documents.
- V. "Project Record" means the separate set of Drawings and Specifications as further set forth in paragraph 4.02A.
- W. "Schedule of Values" means a written breakdown allocating the total Contract Sum to each principle category of Work, in such detail as requested by Owner.
- X. "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work, and performance of related services.
- Y. "Subcontract" means a contract entered into by Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for or in connection with the Work.
- Z. "Subcontractor" means any person, other than Contractor, who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind in connection with the Work.
- AA. "Substantial Completion" means that stage in the progress of the Work where Owner has full and unrestricted use and benefit of the facilities for the purposes intended, as more fully set forth in section 6.07.
- AB. "Work" means the construction and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.

1.02 ORDER OF PRECEDENCE

Any conflict or inconsistency in the Contract Documents shall be resolved by giving the documents precedence in the following order.

1. Signed Public Works Contract, including any Change Orders, and any Special Forms.
2. Supplemental Conditions.
3. General Conditions.
4. Addenda
5. Specifications--provisions in Division 1 shall take precedence over provisions of any other Division.
6. Drawings--in case of conflict within the Drawings, large scale drawings shall take precedence over small scale drawings.
7. Signed and Completed Form of Proposal.
8. Instructions to Bidders.
9. Advertisement for Bids.

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

1.03 EXECUTION AND INTENT

Contractor makes the following representations to Owner:

1. The Contract Sum is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work, as represented by the Contract Documents;
2. Contractor has carefully reviewed the Contract Documents, visited and examined the Project site, become familiar with the local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface and subsurface conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof;
3. Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor's obligations required by the Contract Documents; and
4. Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform the obligations required by the Contract Documents and has sufficient experience and competence to do so.

PART 2 - INSURANCE AND BONDS

2.01 CONTRACTOR'S LIABILITY INSURANCE

Prior to commencement of the Work, Contractor shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review of the Contractor's insurance by Owner shall not relieve or decrease the liability of Contractor. Companies writing the insurance to be obtained by this part shall be licensed to do business under Chapter 48 RCW or comply with the Surplus Lines Law of the State of Washington. Contractor shall include in its bid the cost of all insurance and bond costs required to complete the base bid work and accepted alternates. Insurance carriers providing insurance in accordance with the Contract Documents shall be acceptable to Owner, and its A. M. Best rating shall be indicated on the insurance certificates.

- A. Contractor shall maintain the following insurance coverage during the Work and for one year after Final Acceptance. Contractor shall also maintain the following insurance coverage during the performance of any corrective Work required by section 5.16.
 1. Commercial General Liability (CGL) on an Occurrence Form:
 - a. Completed operations/products liability;
 - b. Explosion, collapse, and underground; and
 - c. Employer's liability coverage.
 2. Automobile liability
- B. Contractor shall comply with the Washington State Industrial Insurance Act and, if applicable, the Federal Longshoremen's and Harbor Workers' Act and the Jones Act.
- C. All insurance coverages shall protect against claims for damages for personal and bodily injury or death, as well as claims for property damage, which may arise from operations in connection with the Work whether such operations are by Contractor or any Subcontractor.
- D. All insurance coverages shall be endorsed to include Owner as an additional named insured for Work performed in accordance with the Contract Documents, and all insurance certificates shall evidence the Owner as an additional insured.

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

2.02 COVERAGE LIMITS INSURANCE COVERAGE CERTIFICATES

A. Insurance Coverage Certificates

The Contractor shall furnish acceptable proof of insurance coverage on the State of Washington Certificate of Insurance form SF500A dated 07/02/92 or an acceptable ACORD form.

B. Required Coverages

1. For a contract less than \$100,000.00, the coverage required is:

a. Public Liability Insurance – The Contractor shall at all times during the term of this contract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death or property damage occurring or arising out of services provided under this contract. This insurance shall cover claims caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased as deemed necessary by the contracting parties, shall be:

Each Occurrence	\$1,000,000.00
General Aggregate Limits (other than products – commercial operations)	\$1,000,000.00
Products – Commercial Operations Limit	\$1,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00
Fire Damage Limit (any one fire)	\$50,000.00
Medical Expense Limit (any one person)	\$5,000.00

b. If the contract is for underground utility work, then the Contractor shall provide proof of insurance for that above in the form of Explosion, Collapse and Underground (XCU) coverage.

c. Employers Liability on an occurrence basis in an amount not less than \$1,000,000.00 per occurrence.

2. For contracts over \$100,000.00 but less than \$5,000,000.00 the contractor shall obtain the coverage limits as listed for contracts below \$100,000.00 and General Aggregate and Products – Commercial Operations Limit of not less than \$2,000,000.00.

3. Coverage for Comprehensive General Bodily Injury Liability Insurance for a contract over \$5,000,000.00 is:

Each Occurrence	\$2,500,000.00
General Aggregate Limits (other than products – commercial operations)	\$5,000,000.00
Products – Commercial Operations limit	\$5,000,000.00
Personal and Advertising Injury Limit	\$2,500,000.00
Fire Damage Limit (any one fire)	\$50,000.00
Medical Expense Limit (any one Person)	\$5,000.00

4. For all Contracts – Automobile Liability: in the event that services delivered pursuant to this contract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Contractor-owned personal vehicles are used, a Business Automobile Policy covering at a minimum Code 2 “owned autos only” must be secured. If Contractor employee’s vehicles are used, the Contractor must also include under the Business Automobile Policy Code 9, coverage for non-owned autos. The minimum limits for automobile liability is: \$1,000,000.00 per occurrence, using a combined single limit for bodily injury and property damage.

5. For Contracts for Hazardous Substance Removal (Asbestos Abatement, PCB Abatement, etc.)

a. In addition to providing insurance coverage for the project as outlined above, the Contractor shall provide Environmental Impairment Liability insurance for the hazardous substance removal as follows:

<u>EACH OCCURRENCE</u>	<u>AGGREGATE</u>
\$500,000.00	\$1,000,000.00

or \$1,000,000.00 each occurrence/aggregate bodily injury and property damage combined single limit.

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

- 1) Insurance certificate must state that the insurer is covering hazardous substance removal.
- 2) Should this insurance be secured on a "claims made" basis, the coverage must be continuously maintained for one year following the project's "final completion" through official completion of the project, plus one year following.

For Contracts where hazardous substance removal is a subcomponent of contracted work, the general contractor shall provide to the Owner a certificate of insurance for coverage as defined in 5a. above. The State of Washington must be listed as an additional insured. This certificate of insurance must be provided to the Owner prior to commencing work.

2.03 INSURANCE COVERAGE CERTIFICATES

- A. Prior to commencement of the Work, Contractor shall furnish to Owner a completed certificate of insurance coverage.
- B. All insurance certificates shall name Owner's Project number and Project title.
- C. All insurance certificates shall specifically require 45 (forty-five) days prior notice to Owner of cancellation or any material change, except 30 (thirty) days for surplus line insurance.

2.04 PAYMENT AND PERFORMANCE BONDS

AIA Payment and Performance Bonds, form A312, or equivalent, is required by the Owner for the work of this contract. The forms shall be obtained from the Contractor's bonding company. The Payment Bond shall cover payment to laborers and mechanics, including payments to Employee Benefit Funds, and payments to subcontractors, material suppliers, and persons who shall supply such person or persons, or subcontractors with materials and supplies.

2.05 ALTERNATIVE SURETY

Contractor shall promptly furnish alternative security required to protect Owner and persons supplying labor or materials required by the Contract Documents if:

- A. Owner has a reasonable objection to the surety; or
- B. Any surety fails to furnish reports on its financial condition if requested by Owner.

2.06 BUILDER'S RISK

- A. Contractor shall purchase and maintain property insurance in the amount of the Contract Sum including all Change Orders for the Work on a replacement cost basis until Substantial Completion. The insurance shall cover the interest of Owner, Contractor, and any Subcontractors, as their interests may appear. For projects not involving New Building Construction, 'Installation Floater' is an acceptable substitute for the Builder's Risk Insurance.
- B. Contractor property insurance shall be placed on an "all risk" basis and insure against the perils of fire and extended coverage and physical loss or damage including theft, vandalism, malicious mischief, collapse, false work, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for A/E's services and expenses required as a result of an insured loss.
- C. Owner and Contractor waive all subrogation rights against each other, any Subcontractors, A/E, A/E's subconsultants, separate contractors described in section 5.20, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

PART 3 - TIME AND SCHEDULE

3.01 PROGRESS AND COMPLETION

- A. Contractor shall diligently prosecute the Work, with adequate forces, achieve Substantial Completion within the Contract Time, and achieve Final Completion within 30 (thirty) calendar days thereafter, unless otherwise noted in Division 1 of the specifications.
- B. The Contractor shall notify the Engineer at least two (2) weekdays in advance if work is to be performed on a Saturday, Sunday, or legal holiday. No excavation work will be allowed on Saturdays, Sundays, or legal holidays unless specifically authorized by the Engineer.

3.02 CONSTRUCTION SCHEDULE

- A. Unless otherwise provided in Division 1, Contractor shall, within 14 (fourteen) calendar days after issuance of the Notice to Proceed, submit a preliminary Progress Schedule. The Progress Schedule shall show the sequence in which Contractor proposes to perform the Work, and the dates on which Contractor plans to start and finish major portions of the Work, including dates for shop drawings and other submittals, and for acquiring materials and equipment.
- B. The Progress Schedule shall be in the form of a Critical Path Method (CPM) logic network or, with the approval of the Owner, a bar chart schedule may be submitted. The scheduling of construction is the responsibility of the Contractor and is included in the contract to assure adequate planning and execution of the work. The schedule will be used to evaluate progress of the work for payment based on the Schedule of Values. The schedule shall show the Contractor's planned order and interdependence of activities, and sequence of work. As a minimum the schedule shall include:
 - 1. Date of Notice to Proceed;
 - 2. Activities (resources, durations, individual responsible for activity, early starts, late starts, early finishes, late finishes, etc.);
 - 3. Utility Shutdowns;
 - 4. Interrelationships and dependence of activities;
 - 5. Planned vs. actual status for each activity;
 - 6. Substantial completion;
 - 7. Punch list;
 - 8. Final inspection;
 - 9. Final completion, and
 - 10. Float time

The Schedule Duration shall be based on the Contract Time of Completion listed on the Bid Proposal form. The Owner shall not be obligated to accept any Early Completion Schedule suggested by the Contractor. The Contract Time for Completion shall establish the Schedule Completion Date.

If the Contractor feels that the work can be completed in less than the Specified Contract Time, then the Surplus Time shall be considered Project Float. This Float time shall be shown on the Project Schedule. It shall be available to accommodate changes in the work and unforeseen conditions.

Neither the Contractor nor the Owner have exclusive right to this Float Time. It belongs to the project.

- C. Owner shall return comments on the preliminary Progress Schedule to Contractor within 14 (fourteen) days of receipt. Review by Owner of Contractor's schedule does not constitute an approval or acceptance of Contractor's construction means, methods, or sequencing, or its ability to complete the Work within the Contract Time. Contractor shall revise and resubmit its schedule, as necessary. Owner may withhold a portion of progress payments until a Progress Schedule has been submitted which meets the requirements of this section.
- D. Contractor shall utilize and comply with the Progress Schedule. On a monthly basis, or as otherwise directed by Owner, Contractor shall submit an updated Progress Schedule at its own expense to Owner indicating actual progress. If, in the opinion of Owner, Contractor is not in conformance with the Progress Schedule for reasons other than acts of Force Majeure as identified in section 3.05, Contractor shall take

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

such steps as are necessary to bring the actual completion dates of its work activities into conformance with the Progress Schedule, or revise the Progress Schedule to reconcile with the actual progress of the Work.

- E. Contractor shall promptly notify Owner in writing of any actual or anticipated event which is delaying or could delay achievement of any milestone or performance of any critical path activity of the Work. Contractor shall indicate the expected duration of the delay, the anticipated effect of the delay on the Progress Schedule, and the action being or to be taken to correct the problem. Provision of such notice does not relieve Contractor of its obligation to complete the Work within the Contract Time.

3.03 OWNER'S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE

- A. Owner may, at its sole discretion, order Contractor, in writing, to suspend all or any part of the Work for up to 90 (ninety) days, or for such longer period as mutually agreed.
- B. Upon receipt of a written notice suspending the Work, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost of performance directly attributable to such suspension. Within a period up to 90 (ninety) days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, Owner shall either:
 - 1. Cancel the written notice suspending the Work; or
 - 2. Terminate the Work covered by the notice as provided in the termination provisions as more fully set forth in Part 9.
- C. If a written notice suspending the Work is cancelled or the period of the notice or any extension thereof expires, Contractor shall resume Work.
- D. Contractor shall be entitled to an equitable adjustment in the Contract Time, or Contract Sum, or both, for increases in the time or cost of performance directly attributable to such suspension, provided Contractor complies with all requirements set forth in Part 7.

3.04 OWNER'S RIGHT TO STOP THE WORK FOR CAUSE

- A. If Contractor fails or refuses to perform its obligations in accordance with the Contract Documents, Owner may order Contractor, in writing, to stop the Work, or any portion thereof, until satisfactory corrective action has been taken.
- B. Contractor shall not be entitled to an equitable adjustment in the Contract Time or Contract Sum for any increased cost or time of performance attributable to Contractor's failure or refusal to perform or from any reasonable remedial action taken by Owner based upon such failure.

3.05 DELAY

- A. Any delay in or failure of performance by Owner or Contractor, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party ("Force Majeure"). Acts of Force Majeure include, but are not limited to:
 - 1. Acts of God or the public enemy;
 - 2. Acts or omissions of any government entity;
 - 3. Fire or other casualty for which Contractor is not responsible;
 - 4. Quarantine or epidemic;
 - 5. Strike or defensive lockout;
 - 6. Unusually severe weather, in excess of weather conditions which could not have been reasonably anticipated; and

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7. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to Owner was available.
- B. Contractor shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment according to section 7.03. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.
- C. Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of Contractor's performance is changed due to the fault or negligence of Owner, provided the Contractor makes a request according to sections 7.02 and 7.03.
- D. Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Contractor or anyone for whose acts Contractor is responsible.
- E. To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to section 7.03, but shall not be entitled to an adjustment in Contract Sum.
- F. Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.
- G. The Owner has acquired ownership and/or easement of lands for the construction, as indicated on the drawings, without cost to the Contractor. The Contractor understands and agrees that, should it appear at any time that the Owner has not acquired title to all of the right-of-ways and lands necessary for the performance of the work under the provisions of this contract, and that if any delay in the performance of said work occasioned by the failure of the Owner, its officers, or employees to acquire a title of any of said lands or right-of-way, such failure shall extend the contract completion date the number of days equal to the period of such delay. The Contractor waives any and all claims for damages against the Owner which the Contractor may sustain by reason of this delay in the work.

3.06 NOTICE TO OWNER OF LABOR DISPUTES

- A. If Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance in accordance with the Contract Documents, Contractor shall immediately give notice, including all relevant information, to Owner.
- B. Contractor agrees to insert a provision in its Subcontracts and to require insertion in all sub-subcontracts, that in the event timely performance of any such contract is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor or Sub-subcontractor shall immediately notify the next higher tier Subcontractor or Contractor, as the case may be, of all relevant information concerning the dispute.

3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

- A. Liquidated Damages
 1. Timely performance and completion of the Work is essential to Owner and time limits stated in the Contract Documents are of the essence. Owner will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time. However, it would be difficult if not impossible to determine the exact amount of such damages. Consequently, provisions for liquidated damages are included in the Contract Documents.
 2. The liquidated damage amounts set forth in the Contract Documents will be assessed not as a penalty, but as liquidated damages for breach of the Contract Documents. This amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the Owner, and may be retained by the Owner and deducted from periodic payments to the Contractor.

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3. Assessment of liquidated damages shall not release Contractor from any further obligations or liabilities pursuant to the Contract Documents.

B. Actual Damages

Actual damages will be assessed for failure to achieve Final Completion within the time provided. Actual damages will be calculated on the basis of direct architectural, administrative, and other related costs attributable to the Project from the date when Final Completion should have been achieved, based on the date Substantial Completion is actually achieved, to the date Final Completion is actually achieved. Owner may offset these costs against any payment due Contractor.

PART 4 - SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.01 DISCREPANCIES AND CONTRACT DOCUMENT REVIEW

- A. The intent of the Specifications and Drawings is to describe a complete Project to be constructed in accordance with the Contract Documents. Contractor shall furnish all labor, materials, equipment, tools, transportation, permits, and supplies, and perform the Work required in accordance with the Drawings, Specifications, and other provisions of the Contract Documents.
- B. The Contract Documents are complementary. What is required by one part of the Contract Documents shall be binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.
- C. Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Owner. If, during the performance of the Work, Contractor finds a conflict, error, inconsistency, or omission in the Contract Documents, it shall promptly and before proceeding with the Work affected thereby, report such conflict, error, inconsistency, or omission to A/E in writing.
- D. Contractor shall do no Work without applicable Drawings, Specifications, or written modifications, or Shop Drawings where required, unless instructed to do so in writing by Owner. If Contractor performs any construction activity, and it knows or reasonably should have known that any of the Contract Documents contain a conflict, error, inconsistency, or omission, Contractor shall be responsible for the performance and shall bear the cost for its correction.
- E. Contractor shall provide any work or materials the provision of which is clearly implied and is within the scope of the Contract Documents even if the Contract Documents do not mention them specifically.
- F. Questions regarding interpretation of the requirements of the Contract Documents shall be referred to the A/E.

4.02 PROJECT RECORD

- A. Contractor shall legibly mark in ink on a separate set of the Drawings and Specifications all actual construction, including depths of foundations, horizontal and vertical locations of internal and underground utilities and appurtenances referenced to permanent visible and accessible surface improvements, field changes of dimensions and details, actual suppliers, manufacturers and trade names, models of installed equipment, and Change Order Proposals (COP). This separate set of Drawings and Specifications shall be the "Project Record."
- B. The Project Record shall be maintained on the project site throughout the construction and shall be clearly labeled "PROJECT RECORD". The Project Record shall be updated at least weekly noting all changes and shall be available to Owner at all times.
- C. Contractor shall submit the completed and finalized Project Record to A/E prior to Final Acceptance.

4.03 SUBMITTALS

- A. "Submittals" means documents and other information required to be submitted to A/E by Contractor pursuant to the Contract Documents, showing in detail: the proposed fabrication and assembly of structural

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elements; and the installation (i.e. form, fit, and attachment details) of materials and equipment. Submittals include, but are not limited to, drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, samples, and similar materials furnished by Contractor to explain in detail specific portions of the Work required by the Contract Documents. For materials and equipment to be incorporated into the Work, Contractor submittal shall include the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the item. When directed, Contractor shall submit all samples at its own expense. Owner may duplicate, use, and disclose Submittals provided in accordance with the Contract Documents.

- B. Contractor shall coordinate all Shop Drawings, and review them for accuracy, completeness, and compliance with the Contract Documents and shall indicate its approval thereon as evidence of such coordination and review. Where required by law, Shop Drawings shall be stamped by an appropriate professional licensed by the state of Washington. Shop Drawings submitted to A/E without evidence of Contractor's approval shall be returned for resubmission. Contractor shall review, approve, and submit Shop Drawings with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Owner or separate contractors. Contractor's submittal schedule shall allow a reasonable time for A/E review. A/E will review, approve, or take other appropriate action on the Shop Drawings. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings until the respective submittal has been reviewed and the A/E has approved or taken other appropriate action. Owner and A/E shall respond to Shop Drawing submittals with reasonable promptness. Any Work by Contractor shall be in accordance with reviewed Shop Drawings. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.
- C. Approval, or other appropriate action with regard to Submittals, by Owner or A/E shall not relieve Contractor of responsibility for any errors or omissions in such Submittals, nor from responsibility for compliance with the requirements of the Contract Documents. Unless specified in the Contract Documents, review by Owner or A/E shall not constitute an approval of the safety precautions employed by Contractor during construction, or constitute an approval of Contractor's means or methods of construction. If Contractor fails to obtain approval before installation and the item or work is subsequently rejected, Contractor shall be responsible for all costs of correction.
- D. If Shop Drawings show variations from the requirements of the Contract Documents, Contractor shall describe such variations in writing, separate from the Shop Drawings, at the time it submits the Shop Drawings containing such variations. If A/E approves any such variation, an appropriate Change Order will be issued. If the variation is minor and does not involve an adjustment in the Contract Sum or Contract Time, a Change Order need not be issued; however, the modification shall be recorded upon the Project Record.
- E. Unless otherwise provided in Division I, Contractor shall submit to A/E for approval 5 (five) copies of all Submittals. Unless otherwise indicated, 3 (three) sets of all Submittals shall be retained by A/E and 2 (two) sets shall be returned to Contractor.

4.04 ORGANIZATION OF SPECIFICATIONS

Specifications are prepared in sections which conform generally with trade practices. These sections are for Owner and Contractor convenience and shall not control Contractor in dividing the Work among the Subcontractors or in establishing the extent of the Work to be performed by any trade.

4.05 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS

- A. The Drawings, Specifications, and other documents prepared by A/E are instruments of A/E's service through which the Work to be executed by Contractor is described. Neither Contractor nor any Subcontractor shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by A/E, and A/E shall be deemed the author of them and will, along with any rights of Owner, retain all common law, statutory, and other reserved rights, in addition to the copyright. All copies of these documents, except Contractor's set, shall be returned or suitably accounted for to A/E, on request, upon completion of the Work.
- B. The Drawings, Specifications, and other documents prepared by the A/E, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any

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Subcontractor on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner and A/E. Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by A/E appropriate to and for use in the execution of their Work.

- C. Contractor and all Subcontractors grant a non-exclusive license to Owner, without additional cost or royalty, to use for its own purposes (including reproduction) all Shop Drawings, together with the information and diagrams contained therein, prepared by Contractor or any Subcontractor. In providing Shop Drawings, Contractor and all Subcontractors warrant that they have authority to grant to Owner a license to use the Shop Drawings, and that such license is not in violation of any copyright or other intellectual property right. Contractor agrees to defend and indemnify Owner pursuant to the indemnity provisions in section 5.03 and 5.23 from any violations of copyright or other intellectual property rights arising out of Owner's use of the Shop Drawings hereunder, or to secure for Owner, at Contractor's own cost, licenses in conformity with this section.
- D. The Shop Drawings and other submittals prepared by Contractor, Subcontractors of any tier, or its or their equipment or material suppliers, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor of any tier, or material or equipment supplier, on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. The Contractor, Subcontractors of any tier, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Shop Drawings and other submittals appropriate to and for use in the execution of their Work under the Contract Documents.

PART 5 - PERFORMANCE

5.01 CONTRACTOR CONTROL AND SUPERVISION

- A. Contractor shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall disclose its means and methods of construction when requested by Owner.
- B. Performance of the Work shall be directly supervised by a competent superintendent who is satisfactory to Owner and has authority to act for Contractor. The superintendent shall not be changed without the prior written consent of Owner. Owner may require Contractor to remove the superintendent from the Work or Project site, if Owner reasonably deems the superintendent incompetent, careless, or otherwise objectionable, provided Owner has first notified Contractor in writing and allowed a reasonable period for transition. The superintendent shall be on-site at all times while the Work is being performed, unless approved in writing by owner, in advance.
- C. Contractor shall be responsible to Owner for acts and omissions of Contractor, Subcontractors, and their employees and agents.
- D. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them. Contractor's employees shall at all times conduct business in a manner which assures fair, equal, and nondiscriminatory treatment of all persons. Owner may, by written notice, request Contractor to remove from the Work or Project site any employee Owner reasonably deems incompetent, careless, or otherwise objectionable.
- E. Contractor shall, at all times, keep on the Project site a copy of the Drawings, Specifications, addenda, reviewed Shop Drawings, permits, and permit drawings.
- F. Contractor shall ensure that its owner(s) and employees, and those of its Subcontractors, comply with the Ethics in Public Service Act RCW 42.52, which, among other things, prohibits state employees from having an economic interest in any public works contract that was made by, or supervised by, that employee. Contractor shall remove, at its sole cost and expense, any of its, or its Subcontractors', employees, if they are in violation of this act.

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5.02 PERMITS, FEES, AND NOTICES

- A. The Owner has obtained a Shorelines Substantial Development Permit and/or other environmental permits as required for this project. The permits with provisions which affect the construction methods or schedule have been incorporated into these specifications. The Contractor shall abide by all restrictions noted in these permits as the construction is in progress.
- B. All other permits or fees required by local, state or federal governmental agencies necessary for the construction of this project shall be obtained and paid by the Contractor. Only the cost for the building permit will be reimbursed by the Owner.
- C. The Contractor shall conform to all local, State and National Codes in all phases of this project. Where conflicts arise between plans, specifications and code requirements, the code shall prevail unless the plans or specifications are more stringent.

5.03 PATENTS AND ROYALTIES

Contractor is responsible for, and shall pay, all royalties and license fees. Contractor shall defend, indemnify, and hold Owner harmless from any costs, expenses, and liabilities arising out of the infringement by Contractor of any patent, copyright, or other intellectual property right used in the Work; however, provided that Contractor gives prompt notice, Contractor shall not be responsible for such defense or indemnity when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents. If Contractor has reason to believe that use of the required design, process, or product constitutes an infringement of a patent or copyright, it shall promptly notify Owner of such potential infringement.

5.04 PREVAILING WAGES

- A. Contractor and all subcontractors shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.
- B. Before payment is made by the Owner to the Contractor for any work performed by the Contractor and subcontractors whose work is included in the application for payment, the Contractor shall submit, or shall have previously submitted to the Owner for the Project, a Statement of Intent to Pay Prevailing Wages, approved by the Department of Labor and Industries, certifying the rate of hourly wage paid and to be paid each classification of laborers, workers, or mechanics employed upon the Work by Contractor and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.
- C. Prior to release of retainage, the Contractor shall submit to the Owner an Affidavit of Wages Paid, approved by the Department of Labor and Industries, for the Contractor and every subcontractor, of any tier, that performed work on the Project.
- D. Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.
- E. Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the prefled statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- F. In compliance with chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.
- G. Copies of approved Intents to Pay Prevailing Wages for the Contractor and all subcontractors shall be submitted with the Contractor's first application for payment. As additional subcontractors perform work on

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the project, their approved Intent forms shall be submitted with the Contractor's next application for payment.

- H. The Contractor or subcontractor directly contracting for "Off-Site, Prefabricated, Non-Standard, Project Specific Items" shall identify and report information required on the affidavit of wages paid form filed with the Department of Labor and Industries. The Contractor shall include language in its subcontracts requiring subcontractors and lower-tier subcontractors to comply with the reporting requirements for "Off-Site, Prefabricated, Non-Standard, Project Specific Item(s)" on the affidavit of wages paid.

The reporting requirement for Items shall apply for all public works contracts estimated to cost over \$1 million entered into by the Owner and Contractor between September 1, 2010 and December 31, 2013.

"Off-site, prefabricated, nonstandard, project specific item(s)" means products or items that are:

1. Made primarily of architectural or structural precast concrete, fabricated steel, pipe and pipe systems, or sheet metal and sheet metal duct work;
2. Produced specifically for the public work and not considered to be regularly available shelf items;
3. Produced or manufactured by labor expended to assemble or modify standard items; and
4. Produced at an off-site location outside Washington.

The Contractor or subcontractor shall comply with the reporting requirements and instructions on the affidavit of wages paid form, and shall report the following information on the affidavit of wages paid form submitted to the Department of Labor and Industries in order to comply with the reporting requirements for use of "Off-Site, Prefabricated, Non-Standard, Project Specific item(s)":

1. The estimated cost of the public works project;
2. The name of the awarding agency and the project title;
3. The contract value of the off-site, prefabricated, nonstandard, project specific item(s) produced outside of Washington State, including labor and materials; and
4. The name, address, and federal employer identification number of the contractor that produced the off-site, prefabricated, nonstandard, project specific item(s).

The owner may direct the contractor, at no additional cost to the owner, to remove and substitute any subcontractor(s) found to be out of compliance with the "Off-Site Prefabricated Non-Standard Project Specific Item(s)" reporting requirements more than one time as determined by the Department of Labor and Industries.

- I. The Contractor and all subcontractors shall promptly submit to the Owner certified payroll copies if requested.

5.05 HOURS OF LABOR

- A. Contractor shall comply with all applicable provisions of RCW 49.28 and they are incorporated herein by reference. Pursuant to that statute, no laborer, worker, or mechanic employed by Contractor, any Subcontractor, or any other person performing or contracting to do the whole or any part of the Work, shall be permitted or required to work more than eight (8) hours in any one calendar day, provided, that in cases of extraordinary emergency, such as danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight (8) hours of each calendar day shall be not less than one and one-half times (x1.5) the rate allowed for this same amount of time during eight (8) hours service.
- B. Notwithstanding the preceding paragraph, RCW 49.28 permits a contractor or subcontractor in any public works contract subject to those provisions, to enter into an agreement with its employees in which the employees work up to ten (10) hours in a calendar day. No such agreement may provide that the employees work ten-hour days for more than four (4) calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28 shall not apply to the hours, up to forty (40) hours per week, worked pursuant to any such agreement.

5.06 NONDISCRIMINATION

- A. Discrimination in all phases of employment is prohibited by, among other laws and regulations, Title VII of the Civil Rights Act of 1964, the Vietnam Era Veterans Readjustment Act of 1974, sections 503 and 504 of the Vocational Rehabilitation Act of 1973, the Equal Employment Act of 1972, the Age Discrimination Act of

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1967, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, Presidential Executive Order 11246, Executive Order 11375, the Washington State Law Against Discrimination, RCW 49.60, and Gubernatorial Executive Order 85-09. These laws and regulations establish minimum requirements for affirmative action and fair employment practices which Contractor must meet.

- B. During performance of the Work:
1. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability, Vietnam era veteran status, or disabled veteran status, nor commit any other unfair practices as defined in RCW 49.60.
 2. Contractor shall, in all solicitations or advertisements for employees placed by or for it, state that the contractor is an "equal opportunity employer".
 3. Contractor shall send to each labor union, employment agency, or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract Documents and RCW 49.60.
 4. Contractor shall permit access to its books, records, and accounts, and to its premises by Owner, and by the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this section of the Contract Documents.
 5. Contractor shall include the provisions of this section in every Subcontract.
- C. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- D. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- E. Default. Notwithstanding any provision to the contrary, Owner may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Owner receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Owner may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- F. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Owner shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Owner for default under this provision.

5.07 SAFETY PRECAUTIONS

- A. In performing this contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment; and avoid work interruptions. For these purposes, the Contractor shall:

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1. Follow Washington Industrial Safety and Health Act (WISHA) regional directives and provide a site-specific safety program that will require an accident prevention and hazard analysis plan for the contractor and each subcontractor on the work site. The Contractor shall submit a site-specific safety plan to the Owner's representative prior to the initial scheduled construction meeting.
 2. Provide adequate safety devices and measures including, but not limited to, the appropriate safety literature, notice, training, permits, placement and use of barricades, signs, signal lights, ladders, scaffolding, staging, runways, hoist, construction elevators, shoring, temporary lighting, grounded outlets, wiring, hazardous materials, vehicles, construction processes, and equipment required by Chapter 19.27 RCW, State Building Code (International Building, Electrical, Mechanical, Fire, and Uniform Plumbing Codes); Chapter 212-12 WAC, Fire Marshal Standards, Chapter 49.17 RCW, WISHA; Chapter 296-155 WAC, Safety Standards for Construction Work; Chapter 296-65 WAC; WISHA Asbestos Standard; WAC 296-62-071, Respirator Standard; WAC 296-62, General Occupation Health Standards, WAC 296-24, General Safety and Health Standards, WAC 296-24, General Safety and Health Standards, Chapter 49.70 RCW, and Right to Know Act.
 3. Comply with the State Environmental Policy Act (SEPA), Clean Air Act, Shoreline Management Act, and other applicable federal, state, and local statutes and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources.
 4. Post all permits, notices, and/or approvals in a conspicuous location at the construction site.
 5. Provide any additional measures that the Owner determines to be reasonable and necessary for ensuring a safe environment in areas open to the public. Nothing in this part shall be construed as imposing a duty upon the Owner or A/E to prescribe safety conditions relating to employees, public, or agents of the Contractors.
 6. The Contractor shall make available a list of hazardous products being used on the project, and their respective Material Safety Data Sheets (MSDS) to the Engineer. This information will be required at the pre-construction conference.
- B. In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies, and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.
- C. Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to Owner. Owner shall, at all times, have a right of access to all records of exposure.
- D. Contractor shall provide all persons working on the Project site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.
1. Information. At a minimum, Contractor shall inform persons working on the Project site of:
 - a. The requirements of chapter 296-62 WAC, General Occupational Health Standards;
 - b. Any operations in their work area where hazardous chemicals are present; and
 - c. The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by chapter 296-62 WAC.
 2. Training. At a minimum, Contractor shall provide training for persons working on the Project site which includes:

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- a. Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);
 - b. The physical and health hazards of the chemicals in the work area;
 - c. The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and
 - d. The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.
- E. Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:
1. Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Project site, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances", in violation of any such law, regulation, statute, or ordinance, but in no case shall any such hazardous substance be stored more than 90 days on the Project site.
 2. Contractor shall promptly notify Owner of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify Owner of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Project site by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project site.
- F. All Work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.
- G. In an emergency affecting the safety of life or the Work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if so authorized or instructed.
- H. Nothing provided in this section shall be construed as imposing any duty upon Owner or A/E with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.

5.08 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS

- A. Contractor shall confine all operations, including storage of materials, to Owner-approved areas.
- B. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be provided by Contractor only with the consent of Owner and without expense to Owner. The temporary buildings and utilities shall remain the property of Contractor and shall be removed by Contractor at its expense upon completion of the Work.
- C. Contractor shall use only established roadways or temporary roadways authorized by Owner. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation.
- D. Ownership and control of all materials or facility components to be demolished or removed from the Project site by Contractor shall immediately vest in Contractor upon severance of the component from the facility or severance of the material from the Project site. Contractor shall be responsible for compliance with all

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laws governing the storage and ultimate disposal. Contractor shall provide Owner with a copy of all manifests and receipts evidencing proper disposal when required by Owner or applicable law.

- E. Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Project site. Materials and equipment may be stored on the premises subject to approval of Owner. When Contractor uses any portion of the Project site as a shop, Contractor shall be responsible for any repairs, patching, or cleaning arising from such use.
- F. Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials or equipment until the date of Substantial Completion, and shall repair or replace without cost to Owner any damage or loss that may occur, except damages or loss caused by the acts or omissions of Owner. Contractor shall also protect and be responsible for any damage or loss to the Work, or to the materials or equipment, after the date of Substantial Completion, and shall repair or replace without cost to Owner any such damage or loss that might occur, to the extent such damages or loss are caused by the acts or omissions of Contractor, or any Subcontractor.
- G. Any removed item shall be salvaged without undue damage and stockpiled in a neat and orderly fashion in an area designated by the Engineer. All removed items shall remain the property of the Owner, unless, due to their condition, they are rejected by the Engineer. All materials of whatever nature that are rejected shall be properly disposed by the Contractor in compliance with all laws and regulations.
- H. If designated campsites or emergency overflow areas are approved for use, the Contractor shall comply with all campground rules and regulations of the Washington State Parks and Recreation Commission and the park manager.

5.09 PRIOR NOTICE OF EXCAVATION

- A. "Excavation" means an operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced by any means, except the tilling of soil less than 12 (twelve) inches in depth for agricultural purposes, or road ditch maintenance that does not change the original road grade or ditch flow line. Before commencing any excavation, Contractor shall provide notice of the scheduled commencement of excavation to all owners of underground facilities or utilities, through locator services.

5.10 UNFORESEEN PHYSICAL CONDITIONS

- A. If Contractor encounters conditions at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then Contractor shall give written notice to Owner promptly and in no event later than 7 (seven) days after the first observance of the conditions. Conditions shall not be disturbed prior to such notice.
- B. If such conditions differ materially and cause a change in Contractor's cost of, or time required for, performance of any part of the Work, the Contractor may be entitled to an equitable adjustment in the Contract Time or Contract Sum, or both, provided it makes a request therefore as provided in part 7.

5.11 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, VEGETATION, UTILITIES, AND IMPROVEMENTS

- A. Contractor shall protect from damage all existing structures, equipment, improvements, utilities, and vegetation: at or near the Project site; and on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary work performed and charge the cost to Contractor.
- B. Contractor shall only remove trees when specifically authorized to do so, and shall protect vegetation that will remain in place.
- C. In general, the locations of existing major utilities and equipment, whether above ground or underground, are indicated on the drawings. This information has been obtained from utility maps and verbal

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descriptions. The Engineer does not guarantee the accuracy or completeness of this information. Other above ground or underground facilities not shown on the drawings may be encountered during the course of the work for which the Contractor is fully responsible to properly locate and identify within the construction area.

- D. Existing above ground and underground facilities and appurtenant structures, which includes but is not limited to, power transmission and distribution, telephone, alarm systems, sanitary sewers, gas services, water service and house or yard drains and fences, shall be located, protected, maintained, relocated, rerouted, removed and restored as may be necessary by the Contractor for completion of the work, but in a manner satisfactory to their respective owners and operators of the services and to the Engineer with the least possible interruption to existing services.
- E. The Contractor shall be responsible for location and maintenance of existing utilities and improvements. Under no circumstances will errors or omissions in location of utilities or improvements, whether they be visible from the surface, buried, or otherwise obscured, be considered as a basis for a claim for additional compensation by the Contractor.
- F. All utilities shall be protected and maintained in continuous operation except where special arrangements have been made with the appropriate utility owner. All damaged utilities shall be restored to original condition, subject to the approval of its owner and at the Contractor's own expense.
- G. If requested, the Contractor shall provide record information about locations, depths, and dimensions of lines, appurtenances, and structures, and any other relevant information about electrical power, water, sewer, and other utilities.
- H. The Contractor shall provide the Engineer with the data required to make a detailed set of record plans. This data will be obtained and recorded by the Contractor during construction on plans supplied by the Engineer. The Contractor shall ensure that the data is obtained. Typical information to be gathered includes the locations of:
 - 1. Buried utilities
 - 2. Junctions of sewer wyes
 - 3. Junctions of electrical taps
 - 4. Clean-outs
 - 5. Deflection points of utilities
 - 6. Valves
- I. Procedure for obtaining this information will be developed by the Engineer working with the Contractor.
- J. Contractor shall protect all existing facilities using whatever methods are necessary, subject to the Engineer's approval. Trees, shrubs, vegetation, or lawn shall not be damaged, scarred, or destroyed unless deemed necessary for work on this contract. All trees damaged during construction shall be immediately repaired using SEAL AND HEAL or other materials as directed by the Engineer. Any damage to the above-mentioned items shall be repaired at the Contractor's expense and to the Engineer's satisfaction.
- K. In the event that archaeological resources are found or unearthed on public land during the performance of this contract, the Contractor shall be required to comply with RCW 27.44 and RCW 27.53 and the rules and regulations of the office of Archaeology and Historic Preservation, including compliance with all archaeological excavation permit requirements.

5.12 LAYOUT OF WORK

- A. Contractor shall plan and lay out the Work in advance of operations so as to coordinate all work without delay or revision.
- B. Contractor shall lay out the Work from Owner-established baselines and bench marks indicated on the Drawings, and shall be responsible for all field measurements in connection with the layout. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the Work. Contractor shall be responsible for executing the Work to the lines

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and grades that may be established. Contractor shall be responsible for maintaining or restoring all stakes and other marks established.

- C. The indicated limits of work shall be the controlling factor in the Contractor's scope of operation and no payment shall be due for work done out of the limits. Damage to areas not in the Contractor's work area shall be repaired at the Contractor's expense. Questions of what constitutes the work area shall be determined by the Engineer. Only the best methods of construction will be allowed.
- D. The Engineer may adjust or relocate any portion of the system to meet site requirements or to improve the system without additional compensation to the Contractor, provided such adjustments do not represent appreciable costs for additional labor and materials.

5.13 MATERIAL AND EQUIPMENT

- A. All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of A/E, is equal to that named in the specifications, unless otherwise specifically provided in the Contract Documents.
- B. Contractor shall do all cutting, fitting, or patching that may be required to make its several parts fit together properly, or receive or be received by work of others set forth in, or reasonably implied by, the Contract Documents. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the work of any other contractor unless approved in advance by Owner.
- C. Should any of the Work be found defective, or in any way not in accordance with the Contract Documents, this work, in whatever stage of completion, may be rejected by Owner.
- D. The Contractor shall furnish proof of equality in all respects to the specified items when proposing alternate brands or materials. Any significant deviations from specifications, drawings, or equality must be noted by the Contractor when submitting alternate products or materials for approval. The Engineer shall be the sole judge of the equality and suitability of any products, materials, or components proposed by the Contractor as alternates to specified items. The Contractor shall bear all costs and make all secondary changes required to incorporate an approved substitute or alternate into the work. No offers for substitution will be acknowledged from suppliers, distributors, manufacturers, or subcontractors.

5.14 AVAILABILITY AND USE OF UTILITY SERVICES

- A. Owner shall make all reasonable utilities available to Contractor from existing outlets and supplies, as specified in the Contract Documents. Unless otherwise provided in the Contract Documents, the utility service consumed shall be charged to or paid for by Contractor at prevailing rates charged to Owner or, where the utility is produced by Owner, at reasonable rates determined by Owner. Contractor will carefully conserve any utilities furnished.
- B. Contractor shall, at its expense and in a skillful manner satisfactory to Owner, install and maintain all necessary temporary connections and distribution lines, together with appropriate protective devices, and all meters required to measure the amount of each utility used for the purpose of determining charges. Prior to the date of Final Acceptance, Contractor shall remove all temporary connections, distribution lines, meters, and associated equipment and materials.

5.15 TESTS AND INSPECTION

- A. Contractor shall maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall be responsible for inspection and quality surveillance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. Contractor shall give Owner timely notice of when and where tests and

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inspections are to be made. Contractor shall maintain complete inspection records and make them available to Owner.

- B. Owner may, at any reasonable time, conduct such inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract Documents. Owner shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract Documents. Unless the subject items are expressly accepted by Owner, such Owner inspection and tests are for the sole benefit of Owner and do not:
 - 1. Constitute or imply acceptance;
 - 2. Relieve Contractor of responsibility for providing adequate quality control measures;
 - 3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
 - 4. Relieve Contractor of its responsibility to comply with the requirements of the Contract Documents; or
 - 5. Impair Owner's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.
- C. Neither observations by an inspector retained by Owner, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.
- D. Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes re-inspection or retest necessary. Owner shall perform its inspections and tests in a manner that will cause no undue delay in the Work.
- E. The Owner shall have the right to appoint an Inspector who will have the authority to reject materials or workmanship which does not fulfill the requirements of these specifications. In case of dispute, the Contractor may appeal to the Engineer whose decision shall be final. The acceptance of any material by the Inspector shall not hinder its subsequent rejection if found defective. Rejected materials and workmanship shall be replaced promptly or be made good by the Contractor without additional cost to the Owner.
- F. Contractor shall deliver one (1) key for each type of lock installed on the project to the Engineer to enable the Engineer to enter all facilities under construction for the purpose of inspection. This includes temporary as well as State Parks' key-coded locks. All keys for key-coded locks shall be delivered to the Engineer as they are made available to the Contractor. These coded keys shall then be signed out to the Contractor on an accountable basis for security purposes.

5.16 CORRECTION OF NONCONFORMING WORK

- A. If a portion of the Work is covered contrary to the requirements in the Contract Documents, it must, if required in writing by Owner, be uncovered for Owner's observation and be replaced at the Contractor's expense and without change in the Contract Time.
- B. If, at any time prior to Final Completion, Owner desires to examine the Work, or any portion of it, which has been covered, Owner may request to see such Work and it shall be uncovered by Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an adjustment in the Contract Sum for the costs of uncovering and replacement, and, if completion of the Work is thereby delayed, an adjustment in the Contract Time, provided it makes a request therefore as provided in part 7. If such Work is not in accordance with the Contract Documents, the Contractor shall pay the costs of examination and reconstruction.
- C. Contractor shall promptly correct Work found by Owner not to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Contractor shall bear all costs of correcting such nonconforming Work, including additional testing and inspections.

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- D. If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or within one year after the date for commencement of any system warranties established under section 6.08, or within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so. Owner shall give such notice promptly after discovery of the condition. This period of one year shall be extended, with respect to portions of Work first performed after Substantial Completion, by the period of time between Substantial Completion and the actual performance of the Work. Contractor's duty to correct with respect to Work repaired or replaced shall run for one year from the date of repair or replacement. Obligations under this paragraph shall survive Final Acceptance.
- E. Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner.
- F. If Contractor fails to correct nonconforming Work within a reasonable time after written notice to do so, Owner may replace, correct, or remove the nonconforming Work and charge the cost thereof to the Contractor.
- G. Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- H. Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations which Contractor might have according to the Contract Documents. Establishment of the time period of one (1) year as described in paragraph 5.16D relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, including the time within which such proceedings may be commenced.
- I. If Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, Owner may do so instead of requiring its removal and correction, in which case the Contract Sum may be reduced as appropriate and equitable.

5.17 CLEAN UP

Contractor shall at all times keep the Project site, including hauling routes, infrastructures, utilities, and storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises its rubbish, tools, scaffolding, equipment, and materials. Upon completing the Work, Contractor shall leave the Project site in a clean, neat, and orderly condition satisfactory to Owner. If Contractor fails to clean up as provided herein, and after reasonable notice from Owner, Owner may do so and the cost thereof shall be charged to Contractor.

5.18 ACCESS TO WORK

Contractor shall provide Owner and A/E access to the Work in progress wherever located.

5.19 OTHER CONTRACTS

Owner may undertake or award other contracts for additional work at or near the Project site. Contractor shall reasonably cooperate with the other contractors and with Owner's employees and shall carefully adapt scheduling and perform the Work in accordance with these Contract Documents to reasonably accommodate the other work.

5.20 SUBCONTRACTORS AND SUPPLIERS

- A. The Contractor shall include the language of this paragraph in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this paragraph apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

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1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. If applicable, have:
 - a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
 5. On a project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the Owner's first advertisement of the project.
- B. Prior to submitting the first Application for Payment, Contractor shall furnish in writing to Owner, on Owner provided form(s), the names, addresses, telephone numbers, and Tax Identification Numbers (TIN) of all subcontractors, as well as suppliers providing materials in excess of \$2,500.00 which Contractor believes to be MBE or WBE owned businesses, or have identified themselves to the Contractor as MBE or WBE, or are Washington State OMWBE certified. The Contractor shall indicate the anticipated dollar value of each MWBE subcontract. Contractor shall utilize subcontractors and suppliers, which are experienced and qualified, and meet the requirements of the Contract Documents, if any. Contractor shall not utilize any subcontractor or supplier to whom the Owner has a reasonable objection, and shall obtain Owner's written consent before making any substitutions or additions. The Owner may direct the Contractor, at no additional cost to the Owner, to remove and substitute any subcontractor(s) found to be out of compliance with the "Off-Site Prefabricated Non-Standard Project Specific Items" reporting requirements more than one time as determined by the Department of Labor and Industries and as defined in EHB 2805 that amends RCW 39.04.
- C. All Subcontracts must be in writing. By appropriate written agreement, Contractor shall require each Subcontractor, so far as applicable to the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward Owner in accordance with the Contract Documents. Each Subcontract shall preserve and protect the rights of Owner in accordance with the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. However, nothing in this paragraph shall be construed to alter the contractual relations between Contractor and its Subcontractors with respect to insurance or bonds.
- D. Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors. No Subcontracting of any of the Work shall relieve Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or any other obligations of the Contract Documents.
- E. Each subcontract agreement for a portion of the Work is hereby assigned by Contractor to Owner provided that:
1. The assignment is effective only after termination by Owner for cause pursuant to section 9.01 and only for those Subcontracts which Owner accepts by notifying the Subcontractor in writing; and
 2. After the assignment is effective, Owner will assume all future duties and obligations toward the Subcontractor which Contractor assumed in the Subcontract.
 3. The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

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5.21 WARRANTY OF CONSTRUCTION

- A. In addition to any special warranties provided elsewhere in the Contract Documents, Contractor warrants that all Work conforms to the requirements of the Contract Documents and is free of any defect in equipment, material, or design furnished, or workmanship performed, by Contractor.
- B. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract Documents, Contractor shall:
 - 1. Obtain all warranties that would be given in normal commercial practice;
 - 2. Require all warranties to be executed, in writing, for the benefit of Owner;
 - 3. Enforce all warranties for the benefit of Owner, if directed by Owner; and
 - 4. Be responsible to enforce any subcontractor's, manufacturer's, or supplier's warranty should they extend beyond the period specified in the Contract Documents.
- C. The obligations under this section shall survive Final Acceptance.

5.22 INDEMNIFICATION

- A. Contractor shall defend, indemnify, and hold Owner and A/E harmless from and against all claims, demands, losses, damages, or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:
 - 1. The sole negligence of Contractor or any of its Subcontractors;
 - 2. The concurrent negligence of Contractor, or any Subcontractor, but only to the extent of the negligence of Contractor or such Subcontractor; and
 - 3. The use of any design, process, or equipment which constitutes an infringement of any United States patent presently issued, or violates any other proprietary interest, including copyright, trademark, and trade secret.
- B. In any action against Owner and any other entity indemnified in accordance with this section, by any employee of Contractor, its Subcontractors, Sub-subcontractors, agents, or anyone directly or indirectly employed by any of them, the indemnification obligation of this section shall not be limited by a limit on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under RCW Title 51, the Industrial Insurance Act, or any other employee benefit acts. In addition, Contractor waives immunity as to Owner and A/E only, in accordance with RCW Title 51.

PART 6 - PAYMENTS AND COMPLETION

6.01 CONTRACT SUM

Owner shall pay Contractor the Contract Sum for performance of the Work, in accordance with the Contract Documents. The Contract Sum shall include all taxes imposed by law and properly chargeable to the Project, including sales tax.

6.02 SCHEDULE OF VALUES

Before submitting its first Application for Payment, Contractor shall submit to Owner for approval a breakdown allocating the total Contract Sum to each principle category of work, in such detail as requested by Owner ("Schedule of Values"). The approved Schedule of Values shall include appropriate amounts for demobilization, record drawings, O&M manuals, and any other requirements for Project closeout, and shall be used by Owner as the basis for progress payments. Payment for Work shall be made only for and in accordance with those items included in the Schedule of Values.

6.03 APPLICATION FOR PAYMENT

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- A. At monthly intervals, unless determined otherwise by Owner, Contractor shall submit to Owner an itemized Application for Payment for Work completed in accordance with the Contract Documents and the approved Schedule of Values. Each application shall be supported by such substantiating data as Owner may require.
- B. By submitting an Application for Payment, Contractor is certifying that all Subcontractors have been paid, less earned retainage in accordance with RCW 60.28.010, as their interests appeared in the last preceding certificate of payment. By submitting an Application for Payment, Contractor is recertifying that the representations set forth in section 1.03 are true and correct, to the best of Contractor's knowledge, as of the date of the Application for Payment.
- C. At the time it submits an Application for Payment, Contractor shall analyze and reconcile, to the satisfaction of Owner, the actual progress of the Work with the Progress Schedule.
- D. If authorized by Owner, the Application for Payment may include request for payment for material delivered to the Project site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off the Project site, provided Contractor complies with or furnishes satisfactory evidence of the following:
 - 1. The material will be placed in a warehouse that is structurally sound, dry, lighted, and suitable for the materials to be stored;
 - 2. The warehouse is located within a 10-mile radius of the Project. Other locations may be utilized, if approved in writing, by Owner;
 - 3. Only materials for the Project are stored within the warehouse (or a secure portion of a warehouse set aside for the Project);
 - 4. Contractor furnishes Owner a certificate of insurance extending Contractor's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;
 - 5. The warehouse (or secure portion thereof) is continuously under lock and key, and only Contractor's authorized personnel shall have access;
 - 6. Owner shall at all times have the right of access in company of Contractor;
 - 7. Contractor and its surety assume total responsibility for the stored materials; and
 - 8. Contractor furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish notice to Owner when materials are moved from storage to the Project site.

6.04 PROGRESS PAYMENTS

- A. Owner shall make progress payments, in such amounts as Owner determines are properly due, within 30 days after receipt of a properly executed Application for Payment. Owner shall notify Contractor in accordance with RCW 39.76 if the Application for Payment does not comply with the requirements of the Contract Documents.
- B. Owner shall retain 5% (five percent) of the amount of each progress payment until forty-five (45) days after Final Acceptance and receipt of all documents required by law or the Contract Documents, including, at Owner's request, consent of surety to release of the retainage. In accordance with RCW 60.28, Contractor may request that monies reserved be retained in a fund by Owner, deposited by Owner in a bank or savings and loan, or placed in escrow with a bank or trust company to be converted into bonds and securities to be held in escrow with interest to be paid to Contractor. Owner may permit Contractor to provide an appropriate bond in lieu of the retained funds.
- C. Title to all Work and materials covered by a progress payment shall pass to Owner at the time of such payment free and clear of all liens, claims, security interests, and encumbrances. Passage of title shall not, however, relieve Contractor from any of its duties and responsibilities for the Work or materials, or waive any rights of Owner to insist on full compliance by Contractor with the Contract Documents.

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- D. Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in RCW 39.76.

6.05 PAYMENTS WITHHELD

- A. Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Owner from loss or damage for reasons including but not limited to:
1. Work not in accordance with the Contract Documents;
 2. Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;
 3. Work by Owner to correct defective Work or complete the Work in accordance with section 5.17;
 4. Failure to perform in accordance with the Contract Documents; or
 5. Cost or liability that may occur to Owner as the result of Contractor's fault or negligent acts or omissions.
- B. In any case where part or all of a payment is going to be withheld for unsatisfactory performance, Owner shall notify Contractor in accordance with RCW 39.76.

6.06 RETAINAGE AND BOND CLAIM RIGHTS

- A. Prior to release of the contract retainage, an "Affidavit of Wages Paid", approved by the Washington State Department of Labor and Industries, must be on file in the Owner's office. Contracts over \$20,000, including tax, necessitate a clearance from the Washington State Department of Revenue and the Washington State Department of Employment Security. The Owner shall initiate action for the releases from the Departments of Revenue and Employment Security.
- B. RCW chapters 39.08 and 60.28, concerning the rights and responsibilities of Contractor and Owner with regard to the performance and payment bonds and retainage, are made a part of the Contract Documents by reference as though fully set forth herein.
- C. In accordance with RCW 60.28, the lien period for filing liens against the contract retainage shall be forty-five (45) days. Persons performing labor or furnishing supplies toward the completion of the contract who intend to file a lien against the contract retainage must do so within forty-five (45) days from the date of Final Acceptance of the contract by the Owner and in the manner as described in RCW 39.08.030.

6.07 SUBSTANTIAL COMPLETION

Substantial Completion is the stage in the progress of the Work (or portion thereof designated and approved by Owner) when the construction is sufficiently complete, in accordance with the Contract Documents, so Owner can fully occupy the Work (or the designated portion thereof) for the use for which it is intended. All Work other than incidental corrective or punch list work shall be completed. Substantial Completion shall not have been achieved if all systems and parts are not functional, if utilities are not connected and operating normally, if all required occupancy permits have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic routes. The date Substantial Completion is achieved shall be established in writing by Owner. Contractor may request an early date of Substantial Completion which must be approved by Change Order. Owner's occupancy of the Work or designated portion thereof does not necessarily indicate that Substantial Completion has been achieved.

6.08 PRIOR OCCUPANCY

- A. Owner may, upon written notice thereof to Contractor, take possession of or use any completed or partially completed portion of the Work ("Prior Occupancy") at any time prior to Substantial Completion. Unless otherwise agreed in writing, Prior Occupancy shall not: be deemed an acceptance of any portion of the Work; accelerate the time for any payment to Contractor; prejudice any rights of Owner provided by any insurance, bond, guaranty, or the Contract Documents; relieve Contractor of the risk of loss or any of the

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obligations established by the Contract Documents; establish a date for termination or partial termination of the assessment of liquidated damages; or constitute a waiver of claims.

- B. Notwithstanding anything in the preceding paragraph, Owner shall be responsible for loss of or damage to the Work resulting from Prior Occupancy. Contractor's one (1) year duty to repair and any system warranties shall begin on building systems activated and used by Owner as agreed in writing by Owner and Contractor.

6.09 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

- A. Final Completion shall be achieved when the Work is fully and finally complete in accordance with the Contract Documents. The date Final Completion is achieved shall be established by Owner in writing.
- B. Final Acceptance is the formal action of Owner acknowledging Final Completion. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to Owner a written notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the Public Works Bond, or constitute a waiver of any claims by Owner arising from Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to Owner of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of Owner relating to or arising out of the Work, except for those Claims made in accordance with the procedures, including the time limits, set forth in part 8.

PART 7 - CHANGES

7.01 CHANGES IN THE WORK

- A. Owner may, at any time and without notice to Contractor's surety, order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through the execution of Change Orders. If any change in the Work ordered by Owner causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made as provided in section 7.02 or 7.03, respectively, and such adjustment(s) shall be incorporated into a Change Order.
- B. If Owner desires to order a change in the Work, it may request a written Change Order Proposal (COP) from Contractor. Contractor shall submit a Change Order Proposal within 14 (fourteen) days of the request from Owner, or within such other period as mutually agreed. Contractor's Change Order Proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.
- C. Upon receipt of the Change Order proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, or both, as provided in sections 7.02 and 7.03, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Change Order, Owner may direct Contractor to proceed immediately with the Change Order Work. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.
- D. If Owner and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.

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- E. If Owner and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, Contractor may at any time in writing, request a final offer from Owner. Owner shall provide Contractor with its written response within 30 (thirty) days of Contractor's request. Owner may also provide Contractor with a final offer at any time. If Contractor rejects Owner's final offer, or the parties are otherwise unable to reach agreement, Contractor's only remedy shall be to file a Claim as provided in part 8.
- F. Field Authorization
1. The Field Authorization (FA) is executed as a directive to proceed with work when the processing time for an approved change order would impact the project.
 2. A scope of work must be defined, a maximum not to exceed cost agreed upon, and any estimated modification to the contract completion time determined. The method of final cost verification must be noted and supporting cost data must be submitted in accordance with the requirements of Part 7 of the General Conditions. Upon satisfactory submittal and approval of supporting cost data, the completed FA will be processed into a change order. No payment will be made to the Contractor for FA work until that FA is converted to a Change Order.

7.02 CHANGES IN THE CONTRACT SUM

A. General Application

1. The Contract Sum shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Sum in its Change Order Proposal.
2. If the cost of Contractor's performance is changed due to the fault or negligence of Owner, or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Sum in accordance with the following procedure. No change in the Contract Sum shall be allowed to the extent: Contractor's changed cost of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible; the change is concurrently caused by Contractor and Owner; or the change is caused by an act of Force Majeure as defined in Section 3.05.
 - a. A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to Owner within 7 (seven) days of the occurrence of the event giving rise to the request. For purposes of this part, "occurrence" means when Contractor knew, or in its diligent prosecution of the Work should have known, of the event giving rise to the request. If Contractor believes it is entitled to an adjustment in the Contract Sum, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such records and, if requested shall promptly furnish copies of such records to Owner.
 - b. Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that occurred more than 7 (seven) days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Sum; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Sum requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 - c. Within 30 (thirty) days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph a. above with additional supporting data. Such additional data shall include, at a minimum: the amount of compensation requested, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the damages claimed, but that the damages claimed were actually a result of the act, event, or condition complained of and that the Contract Documents provide entitlement to an equitable adjustment to Contractor for such act, event, or condition; and documentation sufficiently detailed to permit an informed analysis

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of the request by Owner. When the request for compensation relates to a delay, or other change in Contract Time, Contractor shall demonstrate the impact on the critical path, in accordance with section 7.03C. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are-prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

- d. Pending final resolution of any request made in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
 - e. Any requests by Contractor for an equitable adjustment in the Contract Sum and in the Contract Time that arise out of the same event(s) shall be submitted together.
3. The value of any Work covered by a Change Order, or of any request for an equitable adjustment in the Contract Sum, shall be determined by one of the following methods:
 - a. On the basis of a fixed price as determined in paragraph 7.02B.
 - b. By application of unit prices to the quantities of the items involved as determined in paragraph 7.02C.
 - c. On the basis of time and material as determined in paragraph 7.02D.
 4. When Owner has requested Contractor to submit a Change Order proposal, Owner may direct Contractor as to which method in subparagraph 3 above to use when submitting its proposal. Otherwise, Contractor shall determine the value of the Work, or a request for an equitable adjustment, on the basis of the fixed price method.

B. Change Order Pricing -- Fixed Price

When the fixed price method is used to determine the value of any Work covered by a Change Order or a request for an equitable adjustment in the Contract Sum, the following procedures shall apply:

1. Contractor's Change Order Proposal, or request for adjustment in the Contract Sum, shall be accompanied by a complete itemization of the costs, including labor, material, subcontractor costs, and overhead and profit. The costs shall be itemized in the manner set forth below, and shall be submitted on breakdown sheets in a form approved by Owner.
2. All costs shall be calculated based upon appropriate industry standard methods of calculating labor, material quantities, and equipment costs.
3. If any of Contractor's pricing assumptions are contingent upon anticipated actions of Owner, Contractor shall clearly state them in the proposal or request for an equitable adjustment.
4. The cost of any additive or deductive changes in the Work shall be calculated as set forth below, except that overhead and profit shall not be included on deductive changes in the Work. Where a change in the Work involves additive and deductive work by the same Contractor or Subcontractor, small tools, overhead, profit, bond, and insurance markups will apply to the net difference.
5. If the total cost of the change in the Work or request for equitable adjustment does not exceed \$1,000, Contractor shall not be required to submit a breakdown if the description of the change in the Work or request for equitable adjustment is sufficiently definitive for Owner to determine fair value.
6. If the total cost of the change in the Work or request for equitable adjustment is between \$1,000 and \$2,500, Contractor may submit a breakdown in the following level of detail if the description of the change in the Work or if the request for equitable adjustment is sufficiently definitive to permit the Owner to determine fair value:
 - a. lump sum labor;
 - b. lump sum material;
 - c. lump sum equipment usage;
 - d. overhead and profit as set forth below; and
 - e. insurance and bond costs as set forth below.

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7. Any request for adjustment of Contract Sum based upon the fixed price method shall include only the following items:
- a. Craft labor costs: These are the labor costs determined by multiplying the estimated or actual additional number of craft hours needed to perform the change in the Work by the hourly labor costs. Craft hours should cover direct labor, as well as indirect labor due to trade inefficiencies. The hourly costs shall be based on the following:
 - 1) Basic wages and benefits: Hourly rates and benefits as stated on the Department of Labor and Industries approved "statement of intent to pay prevailing wages." Direct supervision shall be a reasonable percentage not to exceed 15% (fifteen percent) of the cost of direct labor. No supervision markup shall be allowed for a working supervisor's hours.
 - 2) Worker's insurance: Direct contributions to the state of Washington for industrial insurance; medical aid; and supplemental pension, by the class and rates established by the Department of Labor and Industries.
 - 3) Federal insurance: Direct contributions required by the Federal Insurance Compensation Act; Federal Unemployment Tax Act; and the State Unemployment Compensation Act.
 - 4) Travel allowance: Travel allowance and/or subsistence, if applicable, not exceeding those allowances established by regional labor union agreements, which are itemized and identified separately.
 - 5) Safety: Cost incurred due to the Washington Industrial Safety and Health Act, which shall be a reasonable percentage not to exceed 2% (two percent) of the sum of the amounts calculated in (1), (2), and (3) above.
 - b. Material costs: This is an itemization of the quantity and cost of materials needed to perform the change in the Work. Material costs shall be developed first from actual known costs, second from supplier quotations or if these are not available, from standard industry pricing guides. Material costs shall consider all available discounts. Freight costs, express charges, or special delivery charges, shall be itemized.
 - c. Equipment costs: This is an itemization of the type of equipment and the estimated or actual length of time the construction equipment appropriate for the Work is or will be used on the change in the Work. Costs will be allowed for construction equipment only if used solely for the changed Work, or for additional rental costs actually incurred by the Contractor. Equipment charges shall be computed on the basis of actual invoice costs or if owned, from the current edition of one of the following sources:
 - 1) Associated General Contractors - Washington State Department of Transportation (AGC-WSDOT) Equipment Rental Agreement; current edition, on the Contract execution date.
 - 2) The state of Washington Utilities and Transportation Commission for trucks used on highways.
 - 3) The National Electrical Contractors Association for equipment used on electrical work.
 - 4) The Mechanical Contractors Association of America for equipment used on mechanical work.

The Data Quest Rental Rate (Blue Book) shall be used as a basis for establishing rental rates of equipment not listed in the above sources. The maximum rate for standby equipment shall not exceed that shown in the AGC WSDOT Equipment Rental Agreement, current edition, on the Contract execution date.
 - d. Allowance for small tools, expendables, and consumable supplies: Small tools consist of tools which cost \$250 or less and are normally furnished by the performing contractor. The maximum rate for small tools shall not exceed the following:

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

- 1) For Contractor, 3% (three percent) of direct labor costs.
- 2) For Subcontractors, 5% (five percent) of direct labor costs.

Expendables and consumable supplies directly associated with the change in Work must be itemized.

- e. Subcontractor costs: This is defined as payments Contractor makes to Subcontractors for changed Work performed by Subcontractors of any tier. The Subcontractors' cost of Work shall be calculated and itemized in the same manner as prescribed herein for Contractor.
- f. Allowance for overhead: This is defined as costs of any kind attributable to direct and indirect delay, acceleration, or impact, added to the total cost to Owner of any change in the Contract Sum but not to the cost of any change in the Contract Time for which contractor has been compensated pursuant to the conditions set forth in Section 7.03. This allowance shall compensate Contractor for all non-craft labor, temporary construction facilities, field engineering, schedule updating, record drawings, home office cost, B&O taxes, office engineering, estimating costs, additional overhead because of extended time, and any other cost incidental to the change in the Work. It shall be strictly limited in all cases to a reasonable amount, mutually acceptable, or if none can be agreed upon to an amount not to exceed the rates below:

1) For projects where the Contract Award Amount is under \$3 million, the following shall apply:

- a) For Contractor, for any Work actually performed by Contractor's own forces, 16% (sixteen percent) of the first \$50,000 of the cost, and 4% (four percent) of the remaining cost, if any.
- b) For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 16% (sixteen percent) of the first \$50,000 of the cost, and 4% (four percent) of the remaining cost, if any.
- c) For Contractor, for any work performed by its Subcontractor(s), 6% (six percent) of the first \$50,000 of the amount due each Subcontractor, and 4% (four percent) of the remaining amount if any.
- d) For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% (four percent) of the first \$50,000 of the amount due the sub-Subcontractor, and 2% (two percent) of the remaining amount if any.
- e) The cost to which overhead is to be applied shall be determined in accordance with subparagraphs a.-e. above.

2) For projects where the Contract Award Amount is equal to or exceeds \$3 million, the following shall apply:

- a) For Contractor, for any Work actually performed by Contractor's own forces, 12% (twelve percent) of the first \$50,000 of the cost, and 4% (four percent) of the remaining cost, if any.
- b) For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 12% (twelve percent) of the first \$50,000 of the cost, and 4% (four percent) of the remaining cost, if any.
- c) For Contractor, for any Work performed by its Subcontractor(s), 4% (four percent) of the first \$50,000 of the amount due each Subcontractor, and 2% (two percent) of the remaining amount if any.
- d) For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% (four percent) of the first \$50,000 of the amount due the sub-Subcontractor, and 2% (two percent) of the remaining amount if any.

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- e) The cost to which overhead is to be applied shall be determined in accordance with subparagraphs a.- e. above.
- g. Allowance for profit: This is an amount to be added to the cost of any change in contract sum, but not to the cost of change in Contract Time for which contractor has been compensated pursuant to the conditions set forth in section 7.03. It shall be limited to a reasonable amount, mutually acceptable, or if none can be agreed upon, to an amount not to exceed the rates below:
 - 1) For Contractor or Subcontractor of any tier for work performed by their forces, 6% (six percent) of the cost developed in accordance with Section 7.02 b. 7a.- e.
 - 2) For Contractor or Subcontractor of any tier for work performed by a subcontractor of a lower tier, 4% (four percent) of the Subcontractor cost developed in accordance with Section 7.02 b. 7a. - h.
- h. Cost of change in insurance or bond premium: This is defined as:
 - 1) Contractor's liability insurance: The cost of any changes in Contractor's liability insurance arising directly from execution of the Change Order; and
 - 2) Public works bond: The cost of the additional premium for Contractor's bond arising directly from the changed Work.

The costs of any change in insurance or bond premium shall be added after overhead and allowance for profit are calculated in accordance with subparagraph f. and g. above.

C. Change Order Pricing -- Unit Prices

- 1. Whenever Owner authorizes Contractor to perform Work on a unit-price basis, Owner's authorization shall clearly state:
 - a. Scope of work to be performed;
 - b. Type of reimbursement including pre-agreed rates for material quantities; and
 - c. Cost limit of reimbursement.
- 2. Contractor shall:
 - a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, Contractor shall identify workers assigned to the Change Order Work and areas in which they are working;
 - b. Leave access as appropriate for quantity measurement; and
 - c. Not exceed any cost limit(s) without Owner's prior written approval.
- 3. Contractor shall submit costs in accordance with paragraph 7.02B. and satisfy the following requirements:
 - a. Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead and profit, and bond and insurance costs; and
 - b. Quantities must be supported by field measurement statements signed by Owner.

D. Change Order Pricing -- Time-and-Material Prices

- 1. Whenever Owner authorizes Contractor to perform Work on a time-and-material basis, Owner's authorization shall clearly state:
 - a. Scope of Work to be performed;
 - b. Type of reimbursement including pre-agreed rates, if any, for material quantities or labor; and
 - c. Cost limit of reimbursement.
- 2. Contractor shall:

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

- a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, identify workers assigned to the Change Order Work and areas in which they are working;
 - b. Identify on daily time sheets all labor performed in accordance with this authorization. Submit copies of daily time sheets within 2 working days for Owner's review;
 - c. Leave access as appropriate for quantity measurement;
 - d. Perform all Work in accordance with this section as efficiently as possible; and
 - e. Not exceed any cost limit(s) without Owner's prior written approval.
3. Contractor shall submit costs in accordance with paragraph 7.02B and additional verification supported by:
- a. Labor detailed on daily time sheets; and
 - b. Invoices for material.

7.03 CHANGES IN THE CONTRACT TIME

- A. The Contract Time shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Time in its Change Order Proposal.
- B. If the time of Contractor's performance is changed due to an act of Force Majeure, or due to the fault or negligence of Owner or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Time in accordance with the following procedure. No adjustment in the Contract Time shall be allowed to the extent Contractor's changed time of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible.
1. A request for an equitable adjustment in the Contract Time shall be based on written notice delivered within 7 (seven) days of the occurrence of the event giving rise to the request. If Contractor believes it is entitled to adjustment of Contract Time, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such record and if requested, shall promptly furnish copies of such record to Owner.
 2. Contractor shall not be entitled to an adjustment in the Contract Time for any events that occurred more than 7 (seven) days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Time; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Time requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 3. Within 30 (thirty) days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph 7.03B.2 with additional supporting data. Such additional data shall include, at a minimum: the amount of delay claimed, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the delay claimed, but that the delay claimed was actually a result of the act, event, or condition complained of, and that the Contract Documents provide entitlement to an equitable adjustment in Contract Time for such act, event, or condition; and supporting documentation sufficiently detailed to permit an informed analysis of the request by Owner. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 4. Pending final resolution of any request in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
- C. Any change in the Contract Time covered by a Change Order, or based on a request for an equitable adjustment in the Contract Time, shall be limited to the change in the critical path of Contractor's schedule attributable to the change of Work or event(s) giving rise to the request for equitable adjustment. Any Change Order proposal or request for an adjustment in the Contract Time shall demonstrate the impact on the critical path of the schedule. Contractor shall be responsible for showing clearly on the Progress

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

Schedule that the change or event: had a specific impact on the critical path, and except in case of concurrent delay, was the sole cause of such impact; and could not have been avoided by resequencing of the Work or other reasonable alternatives.

- D. Contractor may request compensation for the cost of a change in Contract Time in accordance with this paragraph, 7.03D, subject to the following conditions:
1. The change in Contract Time shall solely be caused by the fault or negligence of Owner or A/E;
 2. Compensation under this paragraph is limited to changes in Contract Time for which Contractor is not entitled to be compensated under section 7.02;
 3. Contractor shall follow the procedure set forth in paragraph 7.03B;
 4. Contractor shall establish the extent of the change in Contract Time in accordance with paragraph 7.03C; and
 5. The daily cost of any change in Contract Time shall be limited to the items below, less funds that may have been paid pursuant to a change in the Contract Sum that contributed to this change in Contract Time:
 - a. cost of nonproductive field supervision or labor extended because of the delay;
 - b. cost of weekly meetings or similar indirect activities extended because of the delay;
 - c. cost of temporary facilities or equipment rental extended because of the delay;
 - d. cost of insurance extended because of the delay;
 - e. general and administrative overhead in an amount to be agreed upon, but not to exceed 3% (three percent) of Contract Sum divided by the Contract Time for each day of the delay.

PART 8 - CLAIMS AND DISPUTE RESOLUTION

8.01 CLAIMS PROCEDURE

- A. If the parties fail to reach agreement on the terms of any Change Order for Owner-directed Work as provided in section 7.01, or on the resolution of any request for an equitable adjustment in the Contract Sum as provided in section 7.02 or the Contract Time as provided in section 7.03, Contractor's only remedy shall be to file a Claim with Owner as provided in this section.
- B. Contractor shall file its Claim within the earlier of: 120 (one hundred twenty) days from Owner's final offer in accordance with either paragraph 7.01E or the date of Final Acceptance.
- C. The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. At a minimum, the Claim shall contain the following information:
1. A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim;
 2. The date on which facts arose which gave rise to the Claim
 3. The name of each employee of Owner or A/E knowledgeable about the Claim;
 4. The specific provisions of the Contract Documents which support the Claim;
 5. The identification of any documents and the substance of any oral communications that support the Claim;
 6. Copies of any identified documents, other than the Contract Documents, that support the Claim;
 7. If an adjustment in the Contract Time is sought: the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time;

8. If an adjustment in the Contract Sum is sought, the exact amount sought and a breakdown of that amount into the categories set forth in, and in the detail required by, section 7.02; and
 9. A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes Owner is liable.
- D. After Contractor has submitted a fully documented Claim that complies with all applicable provisions of parts 7 and 8, Owner shall respond, in writing, to Contractor as follows:
1. If the Claim amount is less than \$50,000, with a decision within 60 (sixty) days from the date the Claim is received; or
 2. If the Claim amount is \$50,000 or more, with a decision within 60 (sixty) days from the date the Claim is received, or with notice to Contractor of the date by which it will render its decision. Owner will then respond with a written decision in such additional time.
- E. To assist in the review of Contractor's Claim, Owner may visit the Project site, or request additional information, in order to fully evaluate the issues raised by the Claim. Contractor shall proceed with performance of the Work pending final resolution of any Claim. Owner's written decision as set forth above shall be final and conclusive as to all matters set forth in the Claim, unless Contractor follows the procedure set forth in section 8.02.
- F. Any Claim of the Contractor against the Owner for damages, additional compensation, or additional time, shall be conclusively deemed to have been waived by the Contractor unless timely made in accordance with the requirements of this section.

8.02 ARBITRATION

- A. If Contractor disagrees with Owner's decision rendered in accordance with paragraph 8.01D, Contractor shall provide Owner with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than 30 (thirty) days after the date of Owner's decision on such Claim; failure to demand arbitration within said 30-day period shall result in Owner's decision being final and binding upon Contractor and its Subcontractors.
- B. Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provided to Owner. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:
1. Disputes involving \$30,000 or less shall be conducted in accordance with the Northwest Region Expedited Commercial Arbitration Rules; or
 2. Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
- C. All Claims arising out of the Work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the superior court having jurisdiction thereof. No independent legal action relating to or arising from the Work shall be maintained.
- D. Claims between Owner and Contractor, Contractor and its Subcontractors, Contractor and A/E, and Owner and A/E shall, upon demand by Owner, be submitted in the same arbitration or mediation.
- E. If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.

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8.03 CLAIMS AUDITS

- A. All Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.
- B. In support of Owner audit of any Claim, Contractor shall, upon request, promptly make available to Owner the following documents:
1. Daily time sheets and supervisor's daily reports;
 2. Collective bargaining agreements;
 3. Insurance, welfare, and benefits records;
 4. Payroll registers;
 5. Earnings records;
 6. Payroll tax forms;
 7. Material invoices, requisitions, and delivery confirmations;
 8. Material cost distribution worksheet;
 9. Equipment records (list of company equipment, rates, etc.);
 10. Vendors', rental agencies', Subcontractors', and agents' invoices;
 11. Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts;
 12. Subcontractors' and agents' payment certificates;
 13. Cancelled checks (payroll and vendors);
 14. Job cost report, including monthly totals;
 15. Job payroll ledger;
 16. Planned resource loading schedules and summaries;
 17. General ledger;
 18. Cash disbursements journal;
 19. Financial statements for all years reflecting the operations on the Work. In addition, the Owner may require, if it deems it appropriate, additional financial statements for 3 (three) years preceding execution of the Work;
 20. Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others;
 21. If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;
 22. All non-privileged documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each Claim;
 23. Work sheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors,

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and

24. Work sheets, software, and all other documents used by Contractor to prepare its bid.

- C. The audit may be performed by employees of Owner or a representative of Owner. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with Owner's auditors.

PART 9 - TERMINATION OF THE WORK

9.01 TERMINATION BY OWNER FOR CAUSE

- A. Owner may, upon 7 (seven) days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
1. Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
 2. Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of its insolvency;
 3. Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents;
 4. Contractor repeatedly fails to supply skilled workers or proper materials or equipment;
 5. Contractor repeatedly fails to make prompt payment due to Subcontractors or for labor;
 6. Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
 7. Contractor is otherwise in material breach of any provision of the Contract Documents.
- B. Upon termination, Owner may at its option:
1. Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the Work;
 2. Accept assignment of subcontracts pursuant to section 5.20; and
 3. Finish the Work by whatever other reasonable method it deems expedient.
- C. Owner's rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.
- D. When Owner terminates the Work in accordance with this section, Contractor shall take the actions set forth in paragraph 9.02B, and shall not be entitled to receive further payment until the Work is accepted.
- E. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for A/E's services and expenses made necessary thereby and any other extra costs or damages incurred by Owner in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. These obligations for payment shall survive termination.
- F. Termination of the Work in accordance with this section shall not relieve Contractor or its surety of any responsibilities for Work performed.

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- G. If Owner terminates Contractor for cause, and it is later determined that none of the circumstances set forth in paragraph 9.01A exist, then such termination shall be deemed a termination for convenience pursuant to section 9.02.

9.02 TERMINATION BY OWNER FOR CONVENIENCE

- A. Owner may, upon written notice, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for the convenience of Owner.
- B. Unless Owner directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly:
1. Stop performing Work on the date and as specified in the notice of termination;
 2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;
 3. Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;
 4. Assign to Owner all of the right, title, and interest of Contractor in all orders and subcontracts;
 5. Take such action as may be necessary or as directed by Owner to preserve and protect the Work, Project site, and any other property related to this Project in the possession of Contractor in which Owner has an interest; and
 6. Continue performance only to the extent not terminated.
- C. If Owner terminates the Work or any portion thereof for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus a reasonable allowance for overhead and profit on Work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments. Contractor shall be required to make its request in accordance with the provisions of part 7.
- D. If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Owner.

PART 10 - MISCELLANEOUS PROVISIONS

10.01 GOVERNING LAW

The Contract Documents and the rights of the parties herein shall be governed by the laws of the state of Washington. Venue shall be in the county in which Owner's principal place of business is located, unless otherwise specified.

10.02 SUCCESSORS AND ASSIGNS

Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party shall assign the Work without written consent of the other, except that Contractor may assign the Work for security purposes, to a bank or lending institution authorized to do business in the state of Washington. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations set forth in the Contract Documents.

10.03 MEANING OF WORDS

Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

to the code of any governmental authority, whether such reference be specific or by implication, shall be to the latest standard specification, manual, or code in effect on the date for submission of bids, except as may be otherwise specifically stated. Wherever in these Drawings and Specifications an article, device, or piece of equipment is referred to in the singular manner, such reference shall apply to as many such articles as are shown on the drawings, or required to complete the installation.

10.04 RIGHTS AND REMEDIES

No action or failure to act by Owner or A/E shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of an acquiescence in a breach therein, except as may be specifically agreed in writing.

10.05 CONTRACTOR REGISTRATION

Pursuant to RCW 39.06, Contractor shall be registered or licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27.

10.06 TIME COMPUTATIONS

When computing any period of time, the day of the event from which the period of time begins shall not be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day that is not a weekend or holiday. When the period of time allowed is less than 7 (seven) days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

10.07 RECORDS RETENTION

The wage, payroll, and cost records of Contractor, and its Subcontractors, and all records subject to audit in accordance with section 8.03, shall be retained for a period of not less than 6 (six) years after the date of Final Acceptance.

10.08 THIRD-PARTY AGREEMENTS

The Contract Documents shall not be construed to create a contractual relationship of any kind between: A/E and Contractor; Owner and any Subcontractor; or any persons other than Owner and Contractor.

10.09 ANTITRUST ASSIGNMENT

Owner and Contractor recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, Contractor hereby assigns to Owner any and all claims for such overcharges as to goods, materials, and equipment purchased in connection with the Work performed in accordance with the Contract Documents, except as to overcharges which result from antitrust violations commencing after the Contract Sum is established and which are not passed on to Owner under a Change Order. Contractor shall put a similar clause in its Subcontracts, and require a similar clause in its sub-Subcontracts, such that all claims for such overcharges on the Work are passed to Owner by Contractor.

10.10 MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE) PARTICIPATION

In Accordance with the legislative findings and policies set forth in Chapter 39.19 RCW the State of Washington encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or as a subcontractor to a Bidder. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. Bidders may contact OMWBE to obtain information on certified firms for potential subcontractors/suppliers.

- A. When referred to in this Contract, the terms Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) will be as defined by OMWBE, WAC 326-02-030.

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

- B. The OMWBE has compiled a directory of certified firms. Copies of this directory may be obtained through the OMWBE. For information regarding the certification process or the certification status of a particular firm, contact:
- OMWBE, 406 South Water Street, PO Box 41160, Olympia, WA 98504-1160, telephone (360) 753-9693.
- C. Eligible MWBEs or M/W firms
- MWBE firms utilized for this project for voluntary MWBE goals may be certified by Washington State OMWBE or self identified as minority or women owned (M/W firm).
- D. MWBE Voluntary Goals
- The Owner has established voluntary goals for MWBE participation for this project. The voluntary goals are set forth in the Advertisement for Bids.
- E. If any part of the contract, including the supply of materials and equipment, is anticipated to be subcontracted, then prior to receipt of the first payment, Contractor shall submit, pursuant to Section 5.20 A, a list of all subcontractors/suppliers it intends to use, designate whether any of the subcontractors/suppliers are MWBE firms, indicate the anticipated dollar value of each MWBE subcontract, and provide Tax Identification Number (TIN).
- F. If any part of the contract, including the supply of materials and equipment is actually subcontracted during completion of the work, then prior to final acceptance or completion of the contract or as otherwise indicated in the contract documents, the Contractor shall submit a statement of participation indicating what MWBEs were used and the dollar value of their subcontracts.
- G. The provisions of this section are not intended to replace or otherwise change the requirements of RCW 39.30.060. If said statute is applicable to this contract then the failure to comply with RCW 39.30.060 will still render a bid non-responsive.
- H. The Contractor shall maintain, for at least three years after completion of this contract, relevant records and information necessary to document the level of utilization of MWBEs and other businesses as subcontractors and suppliers in this contract, as well as any efforts the Contractor makes to increase the participation of MWBEs as listed in section I below. The Contractor shall also maintain, for at least three years after completion of this contract, a record of all quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers in this contract. The state shall have the right to inspect and copy such records. If this contract involves federal funds, Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations, or statutes included or referenced in the contract documents.
- I. Bidders should advertise opportunities for subcontractors or suppliers in a manner reasonably designed to provide MWBEs capable of performing the work with timely notice of such opportunities, and all advertisements shall include a provision encouraging participation by MWBE firms. Advertising may be done through general advertisements (e.g. newspapers, journals, etc.) or by soliciting bids directly from MWBEs. Bidders shall provide MWBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
- J. Contractors shall not create barriers to open and fair opportunities for all businesses including MWBEs to participate in all State contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services.
- K. Any violation of the mandatory requirements of this part of the contract shall be a material breach of contract for which the Contractor may be subject to a requirement of specific performance, or damages and sanctions provided by contract, by RCW 39.19.090, or by other applicable laws.

10.11 MINIMUM LEVELS OF APPRENTICESHIP PARTICIPATION

In accordance with Executive Order 00-01 the State of Washington may require apprenticeship participation for projects of a certain cost. The bid advertisement and Bid Proposal form shall establish the minimum percentage of apprentice labor hours as compared to the total labor hours.

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

- A. Voluntary workforce diversity goals have been established for the apprentice hours. These goals are that one-fifth (1/5) of the apprentice hours be performed by minorities, and one-sixth (1/6) of the apprentice hours be performed by women.
- B. Apprentice participation, under this contract, may be counted towards the required percentage (%) only if the apprentices are from an apprenticeship program registered and approved by the Washington State Apprenticeship and Training Council (RCW 49.04 and WAC 296-04).
- C. Bidders may contact the Department of Labor and Industries, Specialty Compliance Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530 by phone at (360) 902-5320, and e-mail at thum235@lni.wa.gov, to obtain information on available apprenticeship programs.
- D. For each project that has apprentice requirements, the contractor shall submit a "Statement of Apprentice/Journeyman Participation" on forms provided by the Department of General Administration, with every request for progress payment. The Contractor shall submit consolidated and cumulative data collected by the Contractor and collected from all subcontractors by the Contractor. The data to be collected and submitted includes the following:
1. Contractor name and address
 2. Contract number
 3. Project name
 4. Contract value
 5. Reporting period "Notice to Proceed" through "Invoicing Date"
 6. Craft/trade/occupation of all (contractor and subcontractor trades working on the project) apprentices and journeymen
 7. Total number of apprentices and total number of hours worked by apprentices, both categorized by gender and ethnicity
 8. Total number of journeymen and total number of hours worked by journeymen, both categorized by gender and ethnicity
 9. Cumulative combined total of apprentice and journeymen labor hours.
 10. Total percentage of apprentice hours worked
 11. No changes to the required percentage (%) of apprentice participation shall be allowed without written approval of the Owner. In any request for the change the Contractor shall clearly demonstrate a good faith effort to comply with the requirements for apprentice participation.
 12. Any substantive violation of the mandatory requirements of this part of the contract may be a material breach of the contract by the Contractor. The Owner may withhold payment pursuant to Part 6.05, stop the work for cause pursuant to Part 3.04, and terminate the contract for cause pursuant to Part 9.01.

10.12 HEADINGS AND CAPTIONS

Headings for convenience only: All headings and captions used in these General Conditions are only for convenience of reference, and shall not be used in any way in connection with the meaning, effect, interpretation, construction, or enforcement of the General Conditions, and do not define the limit or describe the scope or intent of any provision of these General Conditions.

END OF CONDITIONS

/ / / / /

Approved as to Form:
William Van Hook /s/
Asst. Attorney General
02/2007
08/2010 GA Updates – jrc
09/2010 to AAG Schwartz



PREVAILING WAGES

The State of Washington prevailing wage rates for this public works project, which is located in **Grays Harbor County**, may be found at the following website address of the Department of Labor and Industries:

<https://secure.lni.wa.gov/wagelookup/>

The prevailing wages for this project are those that are in effect on the date that the bids are due.

A copy of the applicable wage rates is available for viewing at the Washington State Parks and Recreation Commission: Contracts and Grants Program Office, 1111 Israel Road SW, Tumwater, WA 98501-6512, or Washington State Parks and Recreation Commission will mail a hard copy of the applicable wage rates upon request. Please telephone (360) 902-8554; or email at: contracts@parks.wa.gov.

**LAKE SYLVIA STATE PARK
CULVERT REPLACEMENT**

SECTION 010000 – GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 SPECIAL NOTICE

- A. Park Closure: Reservations for Lake Sylvania State Park will be closed from June 10, 2024 to September 30, 2024. No onsite work may take place prior to June 17, 2024.
- B. In-Water Work Window: The permitted in-water work window allowed by the HPA begins on June 25, 2024 and ends on August 31, 2024.

1.2 DESCRIPTION OF WORK

- A. This Contract includes replacement of a culvert and rehabilitation of the access road to Lake Sylvania State Park with a 41.5' span steel bridge on structural earth wall abutments. The prefabricated steel bridge is furnished by Owner.

1.3 TIME FOR COMPLETION OF PROJECT

- A. Substantially complete project in accordance with the drawings and specifications within 95 calendar days from date on Notice to Proceed letter. Final Completion in accordance with Contract Documents within 30 calendar days from substantial completion date.

1.4 HOURS OF WORK

- A. Work hours are between 7 a.m. and 10 p.m. Monday through Friday, excluding national holidays.

1.5 LIQUIDATED DAMAGES

- A. If Contractor fails to complete Contract within stipulated time, an assessment of \$500 per day will be made against Contractor for each additional day required to complete contract, unless an extension of time was granted through Change Order. This assessment is to cover Commission's liquidated damages and is not to be construed as a penalty.
- B. Contract authorizes the Washington State Parks and Recreation Commission to deduct liquidated damages from money due at completion of contract.

1.6 PRE-CONSTRUCTION CONFERENCE

- A. Following notification of award to Contractor, the date for an on-site pre-construction conference will be set. Do not commence Work prior to conference or until written clearance has been obtained from Project Representative.

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CULVERT REPLACEMENT**

- B. Furnish Project Representative with following:
1. Complete list of sub-contractors, including business address, telephone numbers, items of Work, and registration numbers. List is to be updated during contract life.
 2. Name and contact information of Contractor's staff who is in charge and responsible for site safety and will be on site at all times.
 3. A Site-Specific Safety Plan that is in compliance with the Department of Labor and Industries and 000011 – General Conditions specifically for this project.
 4. A progress schedule in accordance with General Conditions.
 5. A detailed cost breakdown for lump sum bid items. Furnish a fair evaluation of actual cost of each items of Work listed. This will be used in processing Contractor's requests for partial payment. Submittal of breakdown does not affect the Contract terms.
 6. Written document detailing plans to comply with 15 percent Apprenticeship Participation requirement stated in Instruction to Bidders 4.1B.
- C. Project Representative will supply a list of hazardous products that could be encountered on Project. Appropriate Safety Data Sheet (SDS) will be on file at park.

1.7 PROGRESS CLEANING

- A. Remove rubbish and debris from park property daily unless otherwise directed do not allow accumulation. Store materials that cannot be removed daily only in areas specified by the Project Representative.
- B. Maintain worksites in a neat and orderly condition.
- C. Cleanup operations are incidental to the Contract and no extra compensation will be made.

1.8 WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT)

- A. **None** of WSDOT General Requirements, measurement or payment provisions apply.

1.9 AS-BUILT DRAWINGS

- A. Keep a clean set of full-sized drawings at job site to use to identify changes.

**LAKE SYLVIA STATE PARK
CULVERT REPLACEMENT**

1.10 PROJECT CONDITIONS

- A. Hazardous Materials: It is unknown whether hazardous materials will be encountered in the Work.
 - 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Project Representative and Owner. Owner will remove hazardous materials under a separate contract.

1.11 PROJECT SIGN

- A. Provide following temporary sign. Sign location is shown on drawings or determined by Project Representative. Upon Project completion, remove sign and restore area to original condition.

1.12 PROJECT SIGN LETTERING

TITLE OF PROJECT:	CULVERT REPLACEMENT
NAME OF FACILITY:	LAKE SYLVIA STATE PARK
NAME OF CONTRACTOR:	(Place Contractor's Name here)
ADDRESS OF CONTRACTOR:	(Place Contractor's Address here)
FUNDING TITLE NUMBER 1:	STATE BUILDING CONSTRUCTION ACCOUNT

1.13 PARTNERSHIP IN THE CONTRACT

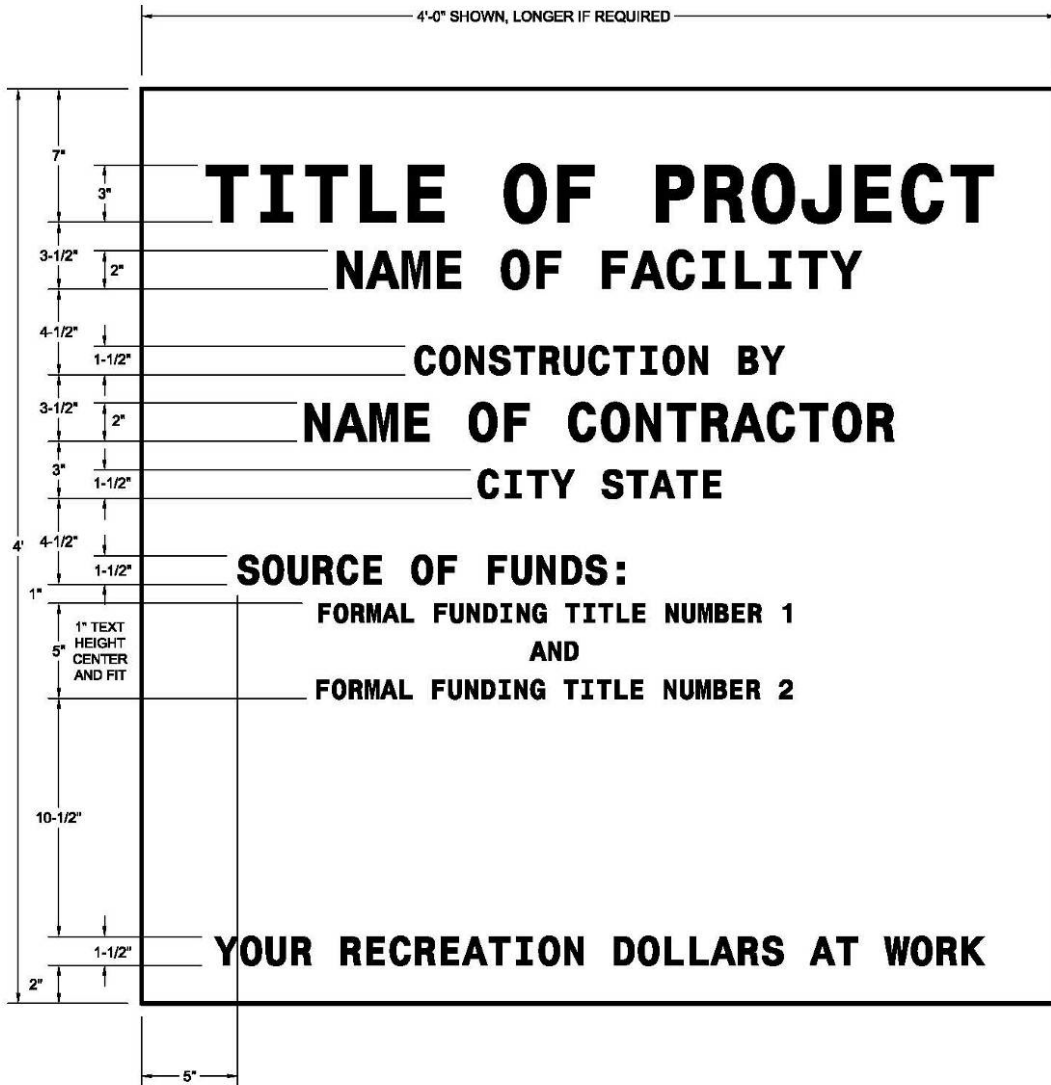
- A. As partners in this contract, both Contractor and Commission recognize the value of a successful Project. Both parties recognize, besides the tangible benefits to Contractor and the Commission, the citizens of Washington State and visitors to Washington State Parks will benefit immensely from the successful completion of a quality Project.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

LAKE SYLVIA STATE PARK
CULVERT REPLACEMENT

PROJECT SIGN DETAIL

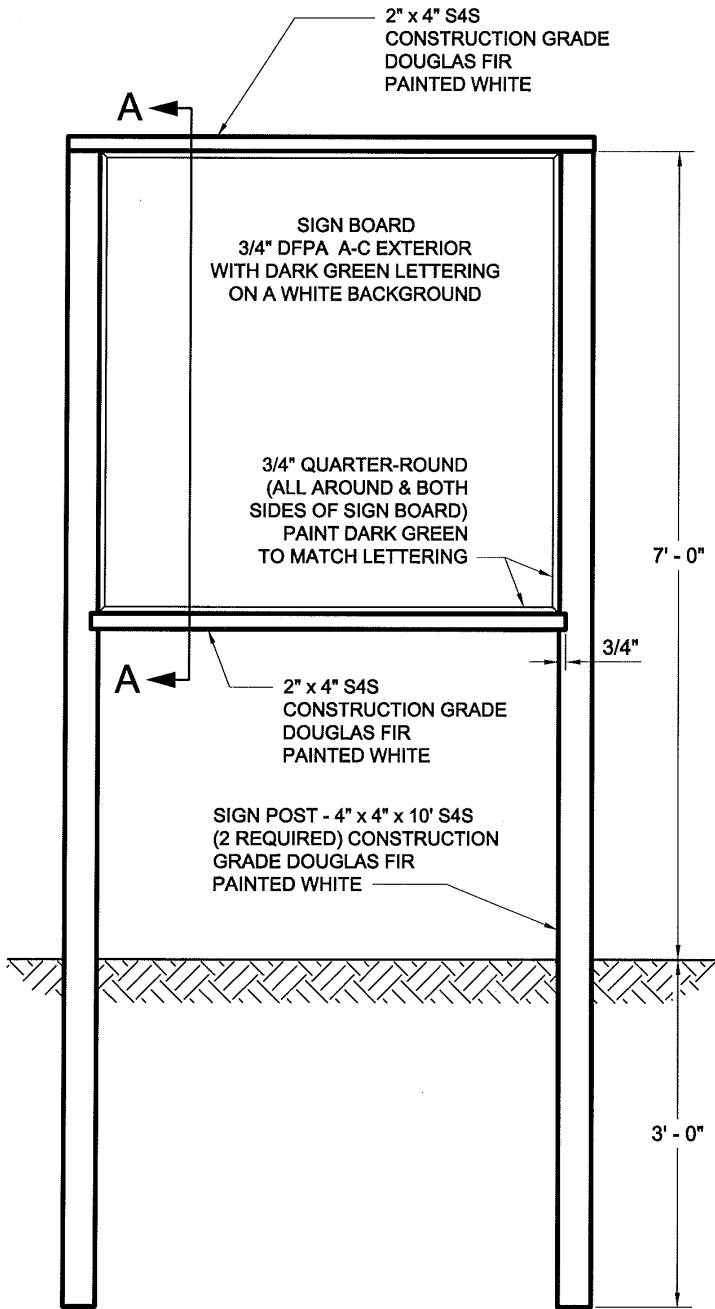


LAY OUT SIGN TO FIT ON A PORTION OF ONE (1) SHEET OF PLYWOOD. IF PLYWOOD IS THE FINAL SURFACE, PAINT IT WITH TWO (2) OR MORE COATS OF WHITE PAINT TO FORM A SMOOTH, NONABSORBENT SURFACE. PROVIDE DARK GREEN WELL FORMED LETTERS, EVENLY SPACED, NEAT IN APPEARANCE, AND ALIGNED AS SHOWN ABOVE.

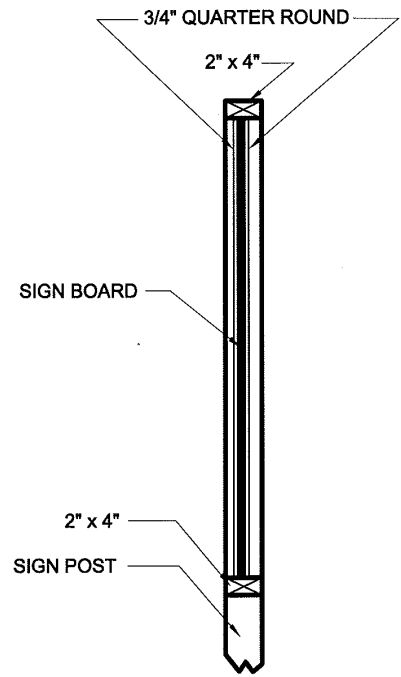
**WASHINGTON STATE PARKS
PROJECT SIGN DETAIL**

LAKE SYLVIA STATE PARK
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PROJECT SIGN DETAIL



PLAN



SECTION A - A

**LAKE SYLVIA STATE PARK
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SECTION 010099 – SURVEYING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Set and maintain alignment and grades necessary for construction; including clearing limits, grading, utilities, roads, trails, and structures. Except for the data specified to be furnished by the Owner, the Contractor is responsible for calculations, surveying materials and measuring required for setting and maintaining the necessary lines and grades. Furnish copies of calculations and staking data, when requested by Project Representative. AutoCAD design data will be supplied by the State.
- B. Staking requirements that do not fit field conditions will be reviewed and, if necessary, adjusted by the Engineer. Revisions to the staking information will be provided for completing the work.

1.2 SURVEY CONTROL AND DATA

- A. To facilitate establishment of lines and elevations, Owner will furnish the following survey control and data:
 - 1. Elevation benchmarks, and horizontal control points, for one time only.
 - 2. Provide technical advice, if requested.
- B. Give three weeks' notice to allow adequate time to provide data.

1.3 TOLERANCES

- A. Ensure accuracy of line and elevations within a tolerance of 0.01 foot.
- B. Set subgrade blue tops and surfacing red and yellow tops at 50 foot intervals in tangent sections, 25 foot intervals in curve sections and 10 foot intervals in intersection radii.
- C. In disputes concerning line and elevation accuracy, resolve dispute to Project Representative's satisfaction. Correct discrepancies before proceeding. No additional time or compensation will be provided for corrective work.

1.4 PAYMENT

- A. Lump sum price for "Surveying" includes full pay costs for labor, tools, survey instruments, materials, other equipment, and traffic control necessary for the setting and maintaining horizontal locations and grades as specified.

PART 2 – PRODUCTS (NOT USED)

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PART 3 – EXECUTION (NOT USED)

END OF SECTION

**LAKE SYLVIA STATE PARK
CULVERT REPLACEMENT**

SECTION 012300 – ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of Work only if accepted by the Commission.
 - 2. The cost or credit for each alternate is the net addition to or deduction from Contract Sum to incorporate alternate into Work. No other adjustments are made to Contract Sum.

1.3 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other work of Contract.
- C. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve work described under each alternate.

1.4 REINSTATEMENT OF BID ALTERNATES

- A. The Commission reserves the right to reinstate, within sixty (60) calendar days after Notice to Proceed date, any bid alternates not incorporated into the contract, at the stated alternate bid price.

1.5 ORDER OF CONSIDERATION

- A. Bid alternates may be selected in any order or combination by the Commission in any order.

**LAKE SYLVIA STATE PARK
CULVERT REPLACEMENT**

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. A1 – Pave Existing Bridge Approach:

1. Complete in place, including all labor, equipment, and materials necessary to provide asphalt paving at each end of the existing bridge abutment as indicated on the drawings and as specified in division 5 – Surface Treatments and Pavements. Including but not limited to:
 - a. Alternate: Provide 4-inch thick HMA at each end of the existing bridge abutment.
 - i. North end of the bridge: Approximately 8' x 40'
 - ii. South end of the bridge: Approximately 8' x 40'

END OF SECTION

**LAKE SYLVIA STATE PARK
CULVERT REPLACEMENT**

SECTION 013300 – SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.1 WORK IN THIS SECTION

- A. General: The types of submittal requirements specified in this Section include Shop Drawings, product data, Samples and miscellaneous Work-related submittals. Specialized submittal requirements are specified in applicable Sections for each unit of Work. Refer to other Division 01 Sections and other Contract documents for requirements of administrative submittals.
- B. Definitions: Work-related submittals of this Section are categorized for convenience as follows:
 - 1. Shop Drawings: Specially-prepared technical data for this Project, including Drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to several projects.
 - 2. Product Data: Standard printed information on materials, products and systems; not specially-prepared for this Project, other than the designation of selections from among available choices printed therein.
 - 3. Samples: Fabricated and unfabricated physical examples of materials, products and units of Work; both as completed units and as smaller portions of units of Work; either for limited visual inspection or (where indicated) for more detailed testing and analysis.
 - 4. Miscellaneous: Submittals related directly to the Work (non-administrative) include warranties, informational, maintenance agreements, workmanship bonds, Project photographs, survey data and reports, physical Work records, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the Work and not processed as Shop Drawings, product data or Samples. See Specification Sections.

1.2 RELATED REQUIREMENTS

- A. General Conditions 4.03
- B. Section 014000 - Quality Requirements
- C. Section 017700 – Closeout Procedures

**LAKE SYLVIA STATE PARK
CULVERT REPLACEMENT**

1.3 GENERAL SUBMITTAL REQUIREMENTS

- A. Coordination and Sequencing: Coordinate preparation and processing of submittals with performance of the Work so that Work will not be delayed by submittals. Coordinate and sequence different categories of submittals for same Work, and for interfacing units of Work, so that one will not be delayed for coordination with another.
- B. Preparation of Submittals: Provide permanent marking on, or with, each submittal to identify Project, date, Contractor, sub-contractor, submittal name and similar information to distinguish it from other submittals.

1.4 SPECIFIC SUBMITTAL REQUIREMENTS

A. General:

- 1. Except as otherwise indicated in individual Work Sections, comply with requirements specified herein for each indicated category of submittal.
- 2. Provide and process intermediate submittals, where required between initial and final, similar to initial submittals.
- 3. Include a transmittal with all submittals.

B. Shop Drawings:

- 1. General: No claims for extras may be initiated, based on Work shown on Shop Drawings.
- 2. Where Work of more than one sub-contractor is involved, submit composite Drawings, clearly defining the Work of each separate sub-contractor.
- 3. No extension of time in respect to the final completion date of building will be granted to Contractor because of failure to have any Shop Drawings submitted in ample time to allow for checking.
- 4. Verify all dimensions by taking field measurements. Do not begin Work until required submittals have been returned by the Engineer with stamp and initials indicating review. If Work has been done which is contrary to the approved Drawings, it will be corrected at no additional cost to the Commission. Maintain one complete set of shop drawings at the site for use by the Engineer.
- 5. Submit four (4) copies. Engineer will retain two (2) copies and return two (2) copies.

C. Product Data:

1. General:

- a. Collect required data into one submittal for each unit of Work or system; and mark each copy to show which choices and options are applicable to Project. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked, and modify details as required for application into the Work. Include color selection information where necessary.
- b. Do not proceed with installation of materials, products or systems until final copy of applicable product data is in possession of Installer. Maintain one complete set of product data at the site for use by Project Representative.

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2. Preparation and Processing: Do not submit product data, or allow its use on the Project, until compliance with requirements of Contract documents has been confirmed by Contractor. Submittal is for information and record, unless otherwise indicated. Initial submittal is final submittal unless returned by Engineer, marked with an "Action" which indicates an observed noncompliance.
3. Submit four (4) copies. Engineer will retain two (2) copies and return two (2) copies to the Contractor.

D. Samples:

1. General: Provide units identical with final condition of proposed materials or products for the Work. Include "range" Samples (not less than three (3) units) where there are unavoidable variations between units of each set. Provide full set of optional Samples where Engineer's selection is required. Prepare Samples to match Engineer's sample where indicated. Include information with each sample to show generic description, source or product name and manufacturer, limitations, and compliance with standards. Samples are submitted for review and confirmation of color, pattern, texture and "kind" by Engineer. Engineer will not "test" Samples (except as otherwise indicated) for compliance with other requirements, which are, therefore, for exclusive responsibility of the Contractor.
2. Processing: Submit two (2) sets of Samples for Engineer's review and "Action"; one (1) set will be returned. Large Samples, which may be incorporated into the Work, may be submitted singly.
3. Reusable Samples: Returned Samples which are intended or permitted to be incorporated in the Work are so indicated in the individual Work sections, and must be in undamaged condition at time of use.

E. Warranties and Guarantees: In addition to copies desired for Contractor's use, furnish three (3) executed copies, except furnish additional copies where required for maintenance manuals.

F. Survey Data: Refer to other Sections for specific general requirements on property surveys, field measurements, quantitative records of actual Work, damage surveys, photographs and similar data required by individual Work Sections of these specifications. None of specified copies will be returned.

1.5 ACTION ON SUBMITTALS

A. Engineer's Action: Engineer will review each submittal, mark with "Action", and where possible return within two (2) weeks of receipt. Where submittal must be held for coordination, they will be returned to the Contractor within two (2) weeks of receipt for the Contractor to resubmit when it is appropriate.

1. Final Unrestricted Release: Work may proceed, provided it complies with Contract documents, when submittal is returned with marking: "Approved as Submitted".
2. Final-But-Restricted Release: Work may proceed, provided it complies with notations and corrections on submittal and with Contract documents, when submittal is returned with the marking: "Approved as Noted".
3. Returned and Rejected: Do not proceed with Work. Submittal item is not acceptable and may not be used on the Project when noted as "Not Approved".

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PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**LAKE SYLVIA STATE PARK
CULVERT REPLACEMENT**

SECTION 013501 – INADVERTENT DISCOVERIES OF CULTURAL RESOURCES AND HUMAN SKELETAL REMAINS

PART 1 - GENERAL

1.1 PROJECT SPECIFIC REQUIREMENTS

- A. No cultural resource sites are known to exist within Work area. However, there always exist the potential for unanticipated discoveries during excavation work.

1.2 EMERGENCY CONTACTS

FEMA Archaeologists

Juliette Vogel, Historic Preservation Specialist (SOI Archaeology)| FEMA OEHP

Mobile: (202) 679-8038

Email: Juliette.Vogel@fema.dhs.gov

U.S. Army Corps of Engineers Archaeologist

Lance Lundquist

(206) -612-8562

Stephanie Neil

(206) 743-4850.

Email: Cultural.Resources@usace.army.mil

WSPRC Archaeologists

Jennifer Wilson, Archaeology Program Manager

(360) 787-6511 (cell)

Email: jennifer.wilson@parks.wa.gov

(360) 902-8637 (office)

Shari Silverman, Archaeologist

(435) 260-9894 (cell)

Email: shari.silverman@parks.wa.gov

(360) 902-8640 (office)

Kayley Bass, Archaeologist SW Region

(360) 701-1277 (cell)

Emails: kayley.bass@parks.wa.gov

Sarah DuBois, Archaeologist

(509) 972-5884 (cell)

Email: sarah.dubois@parks.wa.gov

(509) 665-4336 (office)

Ayla Aymond, Archaeologist Eastern Region

(509) 743-8251 (cell)

Email: ayla.aymond@parks.wa.gov

Sean Stcherbinine, Archaeologist NW Region

(360) 770-1419 (cell)

Email: sean.stcherbinine@parks.wa.gov

Laura Syvertson, Archaeologist NW Region

(360) 770-0444 (cell)

Email: laura.syvertson@parks.wa.gov

Maurice Major, Stewardship Archaeologist

(360) 701-6218 (cell)

Email: maurice.major@parks.wa.gov

(360) 902-8503 (office)

WSPRC Curator of Collections/NAGPRA Specialist

Alicia L. Woods, Statewide Curator of Collections & NAGPRA Specialist

(360) 586-0206 (office)

State Physical Anthropologist

Guy Tasa, PhD, Dept. of Archaeology and Historic Preservation

(360) 790-1633 (cell)

Assistant State Physical Anthropologist

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Alex Garcia-Putnam, Dept. of Archaeology and Historic Preservation

(360) 890-2633 (cell)

County Coroner/Examiner

Robert Kegel, Coroner
Grays Harbor County Coroner's Office
1006 North H Street
Aberdeen, Washington 98520
Telephone: (360) 537-6139
Fax: (360) 533-4633
Email: RKegel@co.grays-harbor.wa.us

Area Manager

Joeseph Fernandez, (564) 524-3006

Region Manager

Brian Yearout, (360) 581-0390

Local Law Enforcement (if can't get ahold of any park staff)

City of Montesano Police Department, (360) 249-3021

1.3 INADVERTENT DISCOVERIES OF CULTURAL RESOURCES AND HUMAN SKELETAL REMAINS

- A. Many of Washington's most important heritage sites reside on lands owned or managed by the Washington State Parks and Recreation Commission (WSPRC). Nearly all Washington State Parks contain one or more important historic buildings, structures, or archaeological sites. For this reason, archaeological surveys and historic building inventories are ordinarily commissioned as a part of background analysis and information gathering for park developments and undertakings. Results of these surveys are used during project planning to ensure every effort is made to avoid impacts to cultural resources. Yet, despite these efforts, there **always** remains some potential for unanticipated discoveries while working in Washington State Parks.
- B. All unanticipated discoveries, both cultural resources and human skeletal remains, are subject to all applicable federal and state statutes, regulations, and executive orders. For these reasons, the Inadvertent Discovery Plan (IDP) provides useful guidance and instructions for circumstances when cultural resources or human skeletal remains are found. Please carefully read these instructions. If you have any questions, please contact the appropriate WSPRC Area Manager or the WSPRC archaeologist assigned to the undertaking. It is also strongly recommended that anyone conducting ground-disturbing activities watch the training video produced by Washington State Dept of Ecology: [Inadvertent Discovery of Cultural Resources or Human Remains: Training for Field Staff](#). This IDP for cultural resources and human skeletal remains is based on [RCW 27.53](#), [RCW 68.50.645](#), [RCW 27.44.055](#), and [RCW 68.60.055](#) and [recommended language](#) from the Department of Archaeology and Historic Preservation (DAHP).

1.4 INADVERTENT DISCOVERY PLAN FOR CULTURAL RESOURCES

- A. If cultural resources are found during a project, activity in the immediate area of the find should be discontinued (**stop**), the area secured (**protect**), and the WSPRC archaeologists notified to

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assess the find (**notify**). *When in doubt, assume the material is a cultural resource and implement the IDP outlined below.*

B. Recognizing Cultural Resources-Types of Historic/Prehistoric Artifacts and/or Activity Areas That May Be Found

1. Artifacts- Both historic and prehistoric artifacts may be found exposed in backhoe trenches or back dirt piles.
 - a) Prehistoric artifacts may range from finished tools such as stone pestles, arrowheads/projectile points, shell beads, or polished bone tools to small pieces or “flakes” or “chips” of exotic stone such as chert, jasper, or obsidian.
 - b) Historic artifacts may include older (more than 50 years) nails, plates/ceramics, bottles, cans, coins, glass insulators, or bricks.
 - c) Old abandoned industrial materials from farming, logging, railways, lighthouses, and military installations.
2. Activity Area/Cultural Features- While excavating trench lines look for evidence of buried activity areas/cultural features such as old campfire hearths or buried artifacts.
 - a) An area of charcoal or very dark stained soil with artifacts or burned rocks may be a fire hearth.
 - b) A concentration of shell with or without artifacts may be shell midden deposits.
 - c) Modified or stripped trees, often cedar or aspen, or other modified natural features, such as rock drawings or carvings
3. Historic building foundation/structural remains- During excavation, buried historic structures (e.g., privies, building foundations) that are more than 50 years old may be found.
4. Bone- Complete or broken pieces of bones may be discovered exposed in trench walls or in back dirt piles. Bone of recent age is usually transparent or white in color. Older bone is usually found in various shades of brown. Burned bone is usually black or, if heavily burned, bluish-white.

C. STEPS TO TAKE IF A CULTURAL RESOURCE IS FOUND DURING CONSTRUCTION

1. **Stop** if a cultural resource(s) is observed or suspected, all work within the immediate area of the discovery must stop.
2. **Protect** the area from further disturbance. Do not touch, move, or further disturb the exposed materials/artifacts. Create a protected area with temporary fencing, flagging, stakes, or other clear markings that is large enough (30 feet or larger) to protect the discovery location area. The WSPRC archaeologist can help determine the size of the protected area. Do not permit vehicles, equipment, or unauthorized personnel to traverse the discovery site.
3. **Notify** the WSPRC archaeologist. If the area needs to be secured, notify the Park Ranger or Park staff as well.
4. If requested by the WSPRC archaeologist, take photographs with a scale (e.g., pen, coin, etc.) and collect geospatial information of the discovery site to document the initial finds.

D. WHAT NOT TO DO IF A CULTURAL RESOURCE IS FOUND DURING CONSTRUCTION

1. Do not remove any artifacts from the site of the discovery.

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2. Do not dig out objects protruding from any trench walls as this may cause further damage to artifacts and/or destroy important contextual information.
3. Do not share any information about the find, including on social media, except as necessary to implement the IDP.

E. WHAT HAPPENS NEXT?

1. The find will be assessed by a professional archaeologist (may be a WSPRC archaeologist or an archaeology consultant).
 - a) If the find is not a cultural resource, construction work may resume.
 - b) If the find is a cultural resource, the WSPRC archaeologist will contact the DAHP and affected Tribes, as appropriate, to develop a suitable treatment plan for the resource.
2. Construction work may resume in the protected area after the WSPRC archaeologist assigned to the undertaking has determined that the find has been adequately investigated and, if necessary, a treatment plan and monitor are in place to protect any remaining archaeological deposits.

1.5 INADVERTENT DISCOVERY PLAN FOR HUMAN SKELETAL REMAINS

A. Native American burials and historic grave sites are uncommon features on Washington State Park lands. These remains, as well as any associated artifacts or funerary objects, are protected under state law and, if the park is a federal lease, applicable federal law. If you discover human remains (or bones that you believe may be human remains) during construction, please follow these important instructions. It is imperative that reporting and treatment of any human remains found during construction or any ground-disturbing activities are treated with utmost dignity and respect.

B. **Steps to Take If Human Skeletal Remains are Found During Construction**

1. **Stop** if human skeletal remains observed or suspected, all work within the immediate area of the discovery must stop.
2. **Protect** the area from further disturbance. Do not touch, move, or further disturb the remains. Cover the remains with a tarp or other materials (not soil or rocks) for temporary protection in place and shield them from being photographed. Create a protected area with temporary fencing, flagging, stakes, or other clear markings that is large enough (30 feet or larger) to protect the discovery location area. The WSPRC archaeologist can help determine the size of the protected area. Do not permit vehicles, equipment, or unauthorized personnel to traverse the discovery site.
3. **Notify** law enforcement and the appropriate county medical examiner/coroner as soon as possible. If you are unsure if the remains are human, the physical anthropologist at DAHP may be called. Also notify the Park Ranger, the WSPRC archaeologist, and the WSPRC Curator of Collections/NAGRPA Specialist of the discovery of the remains.
4. If requested by law enforcement, the county coroner/examiner, the DAHP physical anthropologist, or the WSPRC archaeologist, take photographs with a scale (e.g., pen, coin, etc.) and geospatial information of the discovery site to document the initial finds.

C. **What Not to Do If Human Skeletal Remains are Found During Construction**

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1. Do not pick up or remove anything.
2. Do not take any photographs of the remains unless instructed to do so by law enforcement, the county coroner/examiner, the DAHP physical anthropologist, or the WSPRC archaeologist. If pictures are requested, be prepared to photograph them with a scale (e.g., pen, coin, etc.) and collect geospatial information of the remains.
3. Do not call 911 unless you cannot reach law enforcement or the coroner/examiner by other means.
4. Do not share any information about the find, including on social media, except as necessary to implement the IDP.

D. What Happens Next?

1. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and decide whether those remains are forensic (crime-related) or non-forensic.
 - a) If forensic, the county medical examiner/coroner will retain jurisdiction over the remains.
 - b) If non-forensic, the county medical examiner/coroner will report that finding to the DAHP who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected Tribes of the remains. The State Physical Anthropologist will decide whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected Tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

Note: The WSPRC archaeologist assigned to the undertaking will be coordinating and consulting with the DAHP, affected Tribes, and other groups as necessary. Additionally, WSPRC's Curator of Collections/NAGPRA Specialist should be included on all written and/or verbal correspondence until the remains have been officially transferred from WSPRC's possession to an outside authority. Until the remains are transferred off of WSPRC's property, it is the responsibility of the Curator of Collections/NAGPRA Specialist to document and track the information regarding all human remains and associated funerary objects (including all material from excavation areas/units from which the human remains were removed).

2. Construction work may resume in the protected area after the WSPRC archaeologist assigned to the undertaking has determined that the find has been adequately investigated and, if necessary, a treatment plan and monitor are in place.

END OF SECTION

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SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and -control services required by Project Representative, Owner, or Authorities Having Jurisdiction are not limited by provisions of this Section.
- C. Related Requirements:
 - 1. Divisions 2 through 9 Sections for specific test and inspection requirements.

1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Project Representative.
- C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to Authorities Having Jurisdiction, to establish product performance and compliance with specified requirements.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

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- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of two previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Project Representative for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Project Representative for a decision before proceeding.

1.4 QUANTITY SHEETS/WEIGHT TICKETS

- A. For bulk items, supply quantity sheets (load receipts) to account for each load delivered to the jobsite. Deliver quantity sheets to Inspector on job at delivery time. If Inspector is not on job, deliver quantity sheets on a daily basis to place designated by Project Representative.
- B. No payment shall be made for materials delivered for which quantity tickets have not been turned into Inspector or delivered to designated place at end of working day. Backdated tickets are not acceptable as a basis for payment, except at Project Representative's discretion.
- C. If bid item for material to be delivered to jobsite is stated in TONS, only weight slips from approved scale are acceptable for payment purposes, unless approved in advance by Project Representative.

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- D. No payment for materials will be made until proper accounting has been made. Final quantity records are approved by Project Representative, with payment at Project Representative's discretion.

1.5 INFORMATIONAL SUBMITTALS

- A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

- B. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.7 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

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- D. **Installer Qualifications:** A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. **Manufacturer's Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- G. **Preconstruction Testing:** Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. **Contractor responsibilities include the following:**
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - d. When testing is complete, remove test specimens, and assemblies; do not reuse products on Project.
 - 2. **Testing Agency Responsibilities:** Submit a certified written report of each test, inspection, and similar quality-assurance service to Project Representative, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.8 **QUALITY CONTROL**

- A. **Contractor Responsibilities:** Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
 - 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 - 2. Notify testing agencies at least **48** hours in advance of time when Work that requires testing or inspecting will be performed.
 - 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

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4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. **Manufacturer's Field Services:** Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.
- C. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. **Testing Agency Responsibilities:** Cooperate with Project Representative and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Project Representative and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- E. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- F. **Coordination:** Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

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PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Project Representative.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Project Representative's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

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SECTION 014100 - REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 PERMITS, CODES AND REGULATIONS

- A. The following permits have been applied for (or are on file) and incorporated into the contract:
 - 1. WDFW Hydraulic Project Approval
 - 2. City of Montesano Substantial Shoreline Development Exemption
 - 3. USACE Nationwide Permit
 - 4. Cultural Resources Section 106
- B. Conform with the requirements of listed permits and additional or other applicable permits, codes, and regulations as may govern Work.
- C. Obtain and pay fees for licenses, permits, inspections, and approvals required by laws, ordinances, and rules of appropriate governing or approving agencies necessary for proper completion of Work (other than those listed under item 1.1A. above and Special Inspections called for by the International Building Code).
- D. Conform with current applicable codes, regulations and standards, which is the minimum standard of quality for material and workmanship. Provide labor, materials, and equipment necessary for compliance with code requirements or interpretations, although not specifically detailed in the Drawings or specifications. Be familiar with applicable codes and standards prior to bidding.
- E. Process through Project Representative, requests to extend, modify, revise, or renew any of the permits (listed in 1.1A above). Furnish requests in writing and include a narrative description and adequate Drawings to clearly describe and depict proposed action. Do not contact regulatory agency with requests for permit extensions, modifications, revisions, or renewals without the prior written consent of Project Representative.

1.2 VARIATIONS WITH CODES, REGULATIONS AND STANDARDS

- A. Nothing in the drawings and specifications permits Work not conforming to codes, permits or regulations. Promptly submit written notice to Project Representative of observed variations or discrepancies between the Contract documents and governing codes and regulations.
- B. Appropriate modifications to the Contract documents will be made by Change Order to incorporate changes to Work resulting from code and/or regulatory requirements. Contractor assumes responsibility for Work contrary to such requirements if Work proceeds without notice.
- C. Contractor is not relieved from complying with requirements of Contract documents which may exceed, but not conflict with requirements of governing codes.

1.3 COORDINATION WITH REGULATORY AGENCIES

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- A. Coordinate Work with appropriate governing or regulating authorities and agencies.
- B. Provide advance notification to proper officials of Project schedule and schedule revisions throughout Project duration, in order to allow proper scheduling of inspection visits at proper stages of Work completion.
- C. Regulation coordination is in addition to inspections conducted by Project Representative. Notify Project Representative of scheduled inspections involving outside regulating officials, to allow Project Representative to be present for inspections.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 014116 – LAWS

PART 1 – GENERAL

- A. **FEDERAL CONTRACTING PROVISIONS** - It is the contractor’s responsibility to comply with all state and federal law in performing all tasks undertaken with respect to this contract. All contracts awarded shall contain the following provisions as applicable and required by Federal and State law:
1. **EQUAL EMPLOYMENT OPPORTUNITY** – All contracts shall contain a provision requiring compliance with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 2. **COPELAND “ANTI-KICKBACK” ACT (18 U.S.C. 874 AND 40 U.S.C. 276C)** – All contracts and sub-grants in excess of \$2,000 for construction or repair awarded by recipients and sub-recipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
 3. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C 327-333)** – Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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4. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT – Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
5. CLEAN AIR ACT (42 U.S.C. 7401 ET SEQ.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 ET SEQ.), as amended – Contractors and sub-grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
6. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352) – Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
7. DEBARMENT AND SUSPENSION (E.O.S 12549 AND 12689) – No contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
8. PUBLIC LAW 88-352, TITLE VI OF THE CIVIL RIGHTS ACT OF 1964(42 U.S.C. 2000d et seq.) (24 CFR Part 1). The APPLICANT must comply with the provisions of "Public Law 88-352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

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9. SECTION 504 OF THE REHABILITATION ACT, 1973, AS AMENDED (29 U.S.C. 794). The APPLICANT must comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits or be subjected to discrimination under any program or activity receiving federal assistance funds.
10. AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12101, et seq.) The APPLICANT shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the APPLICANT in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.
11. THE NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (NEPA) (42 U.S.C Section 4321 et seq., and 24 CFR Part 58). The APPLICANT shall comply with the provisions of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences. Environmental review procedures, including determining and publishing a Finding of Significance or of No Significance for a proposal, are a necessary part of this process. Pursuant to these provisions, the APPLICANT must also submit environmental certifications to the DEPARTMENT when requesting that funds be released for the project. The APPLICANT must certify that the proposed project will not significantly impact the environment and that the APPLICANT has complied with environmental regulations and fulfilled its obligations to give public notice of the funding request, environmental findings and compliance performance.
12. EXECUTIVE ORDER 11990, MAY 24, 1977: PROTECTION OF WETLANDS (42 F.R. 26961 et seq.) The APPLICANT shall comply with Executive Order 11990. The intent of this Executive Order is (1) to avoid, to the extent possible, adverse impacts associated with the destruction or modification of wetland, and (2) to avoid direct or indirect support of new construction in wetlands wherever there is a practical alternative. The APPLICANT, to the extent permitted by law, must avoid undertaking or providing assistance for new construction located in wetlands unless (1) there is no practical alternative to such construction, and (2) the proposed action includes all practical measures to minimize harm to wetlands which may result from such use. In making this determination, the APPLICANT may take into account economic, environmental and other pertinent factors.
13. EXECUTIVE ORDER 11988, MAY 24, 1977: FLOODPLAIN MANAGEMENT (42 F.R. 26951 et seq). The APPLICANT shall comply with the provisions of Executive Order 11988. The intent of this Executive Order is to (1) avoid, to the extent possible, adverse impacts associated with the occupancy and modification of floodplains, and (2) avoid direct or indirect support of floodplain development wherever there is a practical alternative. If the APPLICANT proposes to conduct, support or allow an action to be located in a floodplain, the APPLICANT must consider alternatives to avoid adverse effects and incompatible involvement in the floodplain. If sitting in a floodplain is the only practical alternative, the APPLICANT must, prior to taking any action (1) design or modify its actions in order to minimize any potential harm to the floodplain, and (2) prepare and circulate a notice containing an explanation of why the action is proposed to be located in a floodplain.
14. THE WILD AND SCENIC RIVERS ACT OF 1968, AS AMENDED (16 U.S.C. 1271 et seq.). The APPLICANT shall comply with the Wild and Scenic Rivers Act. The purpose of this Act is to preserve selected rivers or sections of rivers in their free-flowing

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condition, to protect the water quality of such rivers and to fulfill other vital national conservation goals. Federal assistance by loan, grant, license, or other mechanism cannot be provided to water resources construction projects that would have a direct and adverse effect on any river included or designated for study or inclusion in the National Wild and Scenic River System.

15. COASTAL ZONE MANAGEMENT ACT OF 1972, AS AMENDED (16 U.S.C. 1451 et seq.). The APPLICANT shall comply with the Coastal Zone Management Act of 1972, as amended. The intent of this Act is to preserve, protect, develop, and where possible, restore or enhance the resources of the nation's coastal zone. Federal agencies cannot approve assistance for proposed projects that are inconsistent with the state's Coastal Zone Management program except upon a finding by the U.S. Secretary of Commerce that such a project is consistent with the purpose of this chapter or necessary in the interests of national security.
16. THE ENDANGERED SPECIES ACT OF 1973, AS AMENDED (16 U.S.C. 1531 et seq.). The APPLICANT shall comply with the Endangered Species Act of 1973, as amended. The intent of this Act is to ensure that all federally assisted projects seek to preserve endangered or threatened species. Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical.
17. THE RESERVOIR SALVAGE ACT OF 1960, AS AMENDED BY THE ARCHAEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974 (16 U.S.C. 469 et seq.). Under the Reservoir Salvage Act, the APPLICANT must comply with provisions for the preservation of historical and archaeological data (including relics and specimens) that might otherwise be irreparably lost or destroyed as a result of any alteration of the terrain caused as a result of any federal construction project or federally licensed activity or program. Whenever the APPLICANT finds, or is notified in writing by an appropriate historical or archaeological authority, that its activities in connection with any federal funded construction project or federally licensed project, activity or program may cause irreparable loss or destruction of significant scientific, prehistoric, historical or archaeological data, the APPLICANT must stop work immediately and must notify the U.S. Secretary of Interior and the Department in writing and provide appropriate information concerning the project or program activity.
18. THE ARCHAEOLOGICAL AND HISTORICAL DATA PRESERVATION ACT OF 1974 (16 U.S.C. 469 a-1 et seq.). The APPLICANT shall comply with the Archaeological and Historical Data Preservation Act, which provides for the preservation of historic and archaeological information that would be lost due to development and construction activities as a result of federally funded activities.
19. THE SAFE DRINKING WATER ACT OF 1974, AS AMENDED (42 U.S.C. Section 201, 300(f) et seq., and U.S.C. Section 349). The APPLICANT must comply with the Safe Drinking Water Act, as amended, which is intended to protect underground sources of water. No commitment for federal financial assistance, according to this Act, shall be entered into for any project, which the U.S. Environmental Protection Agency determines, may contaminate an aquifer that is the sole or principal drinking water source for an area.
20. THE FEDERAL WATER POLLUTION CONTROL ACT OF 1972, AS AMENDED, INCLUDING THE CLEAR WATER ACT OF 1977, PUBLIC LAW 92-212 (33 U.S.C. SECTION 1251 et seq.). The APPLICANT must assure compliance with the Water Pollution Control Act, as amended, which provides for the restoration of chemical, physical and biological integrity of the nation's water.

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21. THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976 (42 U.S.C. SECTION 6901 et seq.) The APPLICANT must assure compliance with the Solid Waste Disposal Act, as amended. The purpose of this Act is to promote the protection of health and the environment and to conserve valuable material and energy resources.
22. THE FISH AND WILDLIFE COORDINATION ACT OF 1958, AS AMENDED (16 U.S.C. SECTION 661 et seq.) The APPLICANT must assure compliance with the Fish and Wildlife Coordination Act, as amended. The Act assures that wildlife conservation receives equal consideration and is coordinated with other features of water resources development programs.
23. RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICY, CHAPTER 8.26 RCW. The APPLICANT shall comply with the provisions of Chapter 8.26 RCW and Chapter 365-24 WAC when its activities involve any acquisition of real property assisted under this Grant Agreement or the displacement of any family, individual, business, nonprofit organization or farm that results from such acquisition.
24. STATE ENVIRONMENTAL POLICY ACT (SEPA), CHAPTER 43.21 (C) RCW. The APPLICANT shall comply with the provisions of Chapter 43.21(C) RCW and Chapter 197-11 WAC, the guidelines by which local agencies will (1) require environmental checklists from private and public entities considering an action potentially subject to the Environmental Impact Statement (EIS) requirement of SEPA, (2) make "threshold determinations" that such an action will not have a significant environmental impact, (3) provide for the preparation of a draft and final EIS if the action has significant impact, and (4) circulate the EIS to other agencies and interested parties.
25. NOISE CONTROL, CHAPTER 70.107 RCW. The APPLICANT shall assure compliance with the state Noise Control Act. Objectives of the Act are to assist local governments in implementing local noise ordinances and to control and reduce excessive noise in Washington.
26. SHORELINE MANAGEMENT ACT OF 1971, CHAPTER 90.58 RCW. The APPLICANT shall comply with the provisions of Chapter 90.58 RCW. This Act defines a planning program and a permit system, which are initiated at the local government level under state guidance. Its purpose is to protect and enhance the state's shoreline and it includes a comprehensive shoreline inventory process and a master program for regulation of shoreline uses. A permit application at the local level must be in compliance with those plans and consistent with the state Coastal Zone Management program if substantial developments and shoreline modifications occur, and a record of the application and decision must be submitted to the state.
27. STATE BUILDING CODE, CHAPTER 19.27 RCW; ENERGY RELATED BUILDING STANDARDS, CHAPTER 19.27A RCW; AND PROVISIONS IN BUILDINGS FOR AGED AND HANDICAPPED PERSONS, CHAPTER 70.92 RCW. The APPLICANT shall comply with the provisions of Chapter 19.27 RCW, Chapter 19.27A RCW, Chapter 70.92 RCW and the regulations for building construction and for barrier free facilities adopted by the Washington State Building Code Council pursuant to these statutes. The State Building Code Act provides for a uniform state building code and mandates counties, cities and towns to administer and enforce its provisions. Local governments are authorized to modify the state building code to fit local conditions as long as such modifications do not result in a code that is less than the minimum performance standards and objectives contained in the state code.
28. OPEN PUBLIC MEETINGS ACT, CHAPTER 42.30 RCW. The APPLICANT shall comply with provisions of Chapter 42.30 RCW which require that all meetings of the governing body which pertain to this Grant Agreement shall be open to the public except

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- those where specific provision is made for executive sessions pursuant to RCW 42.30.110.
29. LAW AGAINST DISCRIMINATION, CHAPTER 49.60 RCW. The APPLICANT shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.
30. GOVERNOR'S EXECUTIVE ORDER 89-10, DECEMBER 11, 1989: PROTECTION OF WETLANDS, AND GOVERNOR'S EXECUTIVE ORDER 90-04, APRIL 21, 1990: PROTECTION OF WETLANDS. The APPLICANT shall ensure that it avoids any activities that would adversely affect wetlands and adequately mitigates unavoidable impacts. For the purposes of this requirement, except where a contrary definition is provided by statute, mitigation means: (1) avoiding the impact altogether by not taking certain action or part of an action; (2) minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts; (3) rectifying the impact by repairing, rehabilitating, or restoring the affected environment; (4) reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action; (5) compensating for the impact by replacing, enhancing, or providing substitute resources or environments; and (6) monitoring the impact and taking appropriate corrective measures.

Mitigation for individual actions may include a combination of the above measures. Mitigation may not include any of the above measures to the extent that they may be contrary to statute as applied under the particular circumstances. Emergency work that is essential to save lives and protect property and public health is exempt from these provisions.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

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SECTION 014200 – REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the General Conditions of the Contract.
- B. "Approved": When used to convey Project Representative's action on Contractor's submittals, applications, and requests, "approved" is limited to Project Representative's duties and responsibilities as stated in the General Conditions of the Contract.
- C. "Directed": A command or instruction by Project Representative. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Engineer", "Project Architect", "Engineer", and "Architect" are interchangeable terms.
- J. Project Representative and Owners Representative are interchangeable terms.
- K. "As-built Drawings": Drawings done by the Contractor in the field showing changes to the Work.
- L. "Record Drawings": Drawings prepared based on the information on the As-built Drawings.

1.2 GENERAL

- A. Applicable standards of the construction industry have the same force and effect (and are made a part of the Contract Documents by reference) as if directly copied or bound herein.

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1.3 PUBLICATION DATES

- A. Where compliance with an industry standard is required, comply with the standard in effect on Bid Date.

1.4 ABBREVIATIONS AND NAMES

- A. The following acronyms or abbreviations, referenced in the Contract documents, are defined to mean the associated name. Applicable standards include, but are not limited to the following:

1.	AASHTO	American Association of State Highway & Transportation Officials
2.	ACI	American Concrete Institute
3.	AGA	American Gas Association
4.	AI	Asphalt Institute
5.	AIA	American Institute of Architects (The)
6.	AISC	American Institute of Steel Construction, Inc.
7.	AISI	American Iron and Steel Institute
8.	AITC	American Institute of Timber Construction
9.	ANSI	American National Standards Institute
10.	APA	Engineered Wood Association (The)
11.	APWA	American Public Works Association
12.	ASME	American Society of Mechanical Engineers
13.	ASTM	American Society for Testing and Materials International
14.	AWPA	American Wood Protection Association
15.	AWS	American Welding Society
16.	AWWA	American Water Works Association
17.	CRSI	Concrete Reinforcing Steel Institute
18.	EPA	Environmental Protection Agency
19.	HPVA	Hardwood Plywood and Veneer Association
20.	IBC	International Building Code
21.	IEEE	Institute of Electrical & Electronics Engineers, Inc. (The)
22.	IES	Illuminating Engineering Society of North America
23.	LPI	Lighting Protection Institute
24.	MCAA	Mechanical Contractors Association of America, Inc.
25.	NIST	National Institute of Standards and Technology
26.	NCMA	National Concrete Masonry Association
27.	NEC	National Electrical Code
28.	NECA	National Electrical Contractors Association, Inc.
29.	NFPA	National Fire Protection Association
30.	NHLA	National Hardwood Lumber Association
31.	NSF	National Sanitation Foundation International
32.	OSHA	Occupational Safety & Health Administration
33.	PCA	Portland Cement Association, (The)
34.	SEPA	State Environmental Policy Act
35.	UL	Underwriters Laboratories, Inc.
36.	UPC	Uniform Plumbing Code
37.	WCLIB	West Coast Lumber Inspection Bureau (Grading Rules)
38.	WRI	Wire Reinforcement Institute
39.	WSDOE or ECY	Washington State Department of Ecology
40.	WSDOH or DOH	Washington State Department of Health

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- | | | |
|-----|-------|---|
| 41. | WSDOT | Washington State Department of Transportation |
| 42. | WSPRC | Washington State Parks and Recreation Commission |
| 43. | WWPA | Western Wood Products Association (Grading Rules) |

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

**LAKE SYLVIA STATE PARK
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SECTION 015000 – TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 PROTECTION OF PROPERTY AND EXISTING FACILITIES

- A. Provide protections necessary to prevent damage to park property and facilities.
- B. Only rubber-tired equipment are permitted to operate on paved park roads.
- C. Protect existing trees and other vegetation indicated to remain in place against cutting, breaking or skinning of roots, skinning and bruising of bark, or smothering of trees by stockpiling materials within dripline. Provide necessary temporary guards to protect trees and vegetation to remain in place.
- D. Make every effort to minimize damage and cutting major tree roots during excavation operations. Provide protection for larger tree roots exposed or cut during excavation operations.

1.2 ENVIRONMENTAL PROTECTIONS

- A. Scope:
 - 1. Provide labor, materials, equipment and perform Work required for protection of environment during and as a result of construction operations under contract.
- B. Applicable Regulations:
 - 1. Comply with applicable federal, state and local laws and regulations concerning environmental pollution control and abatement, and specific requirements elsewhere in specifications and drawings to prevent and provide for control of environmental pollution.
- C. Protection of Land Resources:
 - 1. Give special attention to the effect of Contractor's operations upon surroundings. Take special care to maintain natural surroundings undamaged and conduct Work in compliance with following requirements:
 - a. When Work is completed, remove storage and other Contractor buildings and facilities, and sites restored to a neat and presentable condition appropriate to surrounding landscape, unless otherwise specified. Remove debris resulting from Contractor's operation.
 - b. Store petroleum products, industrial chemicals and similar toxic or volatile materials in durable containers approved by the Authority Having Jurisdiction and located in areas where accidental spillage will not enter water. Store substantial quantities of materials in an area surrounded by containment dikes of sufficient capacity to contain an aggregate capacity of tanks.

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D. Protection and Restoration of Property:

1. Preserve public and private property, monuments, power and telephone lines, other utilities, prevention of damage to natural environment, etc., insofar as they may be endangered by Work.
2. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in execution of Work, or in consequence of non-execution of Contractor, restore, or have restored at Contractor's expense, such property to a condition similar and equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same, or make good damage or injury in some other manner acceptable to Project Representative.

E. Protection of Water Resources:

1. Perform Work not to create conditions injurious to fish or to their habitat, or which would make water unsuitable for private, municipal, or industrial use.
2. Take special measures to prevent chemicals, fuels, oils, grease, bituminous materials, waste washings, herbicides, insecticides, lime, wet concrete, cement, silt or organic or other deleterious material from entering waterways.
3. Dispose of offsite, in a lawful manner conforming to applicable local, state and federal laws wastes, effluents, trash, garbage, oil, grease, chemicals, cement, bitumen, etc., petroleum, and chemical products or wastes containing such products. Furnish Owner with documentation showing compliance with this requirement.
4. Conform to applicable local, state and federal laws for disposal of effluents. Dispose of waters used to wash down equipment in a manner to prevent their entry into a waterway. If waste material is dumped in unauthorized areas, remove material and restore area to condition of adjacent, undisturbed area. If necessary, excavate contaminated ground and disposed of as directed by Project Representative and replace with suitable compacted fill material with surface restored to original condition.

F. Dust Control:

1. Dust control is required on roads used by Contractor. Maintain excavations, embankments, stockpiles, roads, plant sites, waste areas, borrow areas and other Work areas within or without the Project boundaries free from dust which would cause a hazard or nuisance to others. Provide approved, temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment or equal methods to control dust. If sprinkling is used, sprinkling must be repeated at intervals to keep disturbed areas at least damp.

G. Temporary Water Pollution/Erosion Controls:

1. Provide for prevention, control and abatement of soil erosion and water pollution within the limits of Project, to prevent and/or minimize damage to adjacent bodies of water and Work itself.
2. Coordinate temporary soil erosion/water pollution control measures with permanent drainage and erosion control Work to ensure effective and continuous controls are maintained throughout Project life.

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3. Develop a written spill prevention and response plan for construction activities adjacent to/and over any surface waters and/or wetlands. “Adjacent” means within 150’ as measured on a horizontal plane. Plan addresses:
 - a. Narrative description of the proposed construction methods, materials, and equipment to be used for Work
 - b. Assessment and listing of hazardous materials and/or potential contaminants that could be released during execution of Work
 - c. SDS sheets with cleanup instructions for potential contaminants
 - d. Spill response/cleanup materials and instructions for use
 - e. Procedures and precautions to prevent spills
 - f. Spill response training for on-site personnel, including the location of the containment and cleanup materials at site
 - g. Emergency notification in case of a spill or release. Park Manager and Project Representative must be included on the list of notified.
4. Comply with applicable codes and ordinances for spill prevention and response plan and submit a copy to Project Representative before commencing Work adjacent to or over any waters and/or wetlands.

H. Emergency Spill Response Notification

1. Under state law, Ecology must be notified when any amount of regulated waste or hazardous material that poses an imminent threat to life, health, or the environment is released to the air, land, or water, or whenever oil is spilled on land or to waters of the state. The spiller is always responsible for reporting a spill. Failure to report a spill in a timely manner may result in enforcement actions. If you are not responsible for a spill, making the initial notification does not make you liable. However, please consult with Ecology’s response team before attempting any type of response or cleanup. Also notify Park Manager and Project Representative.
2. If oil or hazardous materials are spilled to state waters, the spiller must notify both federal and state spill response agencies. The federal agency is the National Response Center at 1-800-424-8802. For state notification, call the Washington Emergency Management Division (EMD) at 1-800-258-5990 or 1-800-OILS-911 AND the appropriate Ecology regional office for your county (see numbers below). An Ecology spill responder will normally call reporting party back to gather more information. The agency will then determine its response actions. Also notify Park Manager and Project Representative.
3. Ecology Regional Spill Reporting Numbers:
 - a. Southwest Regional Office: (360) 407-6300 (Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Lewis, Mason, Pacific, Pierce, Skamania, Thurston, and Wahkiakum counties)
TDD: Washington Relay Service 711 or (800) 833-6388.

1.3 PARK TRAFFIC/PEDESTRIAN CONTROLS

- A. Properly warn the public of construction equipment and activities, open trenches, and/or other unsafe conditions by providing all necessary warning equipment. Equipment includes warning signs, barricades, fencing, flashing lights and traffic control personnel (flaggers).

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- B. Conduct operations with the least possible obstruction and inconvenience to the public in accordance with appropriate Section(s) of the WSDOT "Standard Specifications".

1.4 PROTECTION OF WORK

- A. Protect Work, materials, and equipment against damage, weather conditions, or other hazards. Equipment, Work or materials found damaged or in other than new condition will be rejected by Project Representative.

1.5 REMOVAL AND REPLACEMENT OF STATE-OWNED ITEMS

- A. Should any state-owned items, such as signs, bumper blocks, or related items, interfere with the proper construction process, remove and reinstall such items to the satisfaction of Project Representative.

1.6 USE OF PARK SPACE

- A. Only in areas of park that Contract covers and only during active inclusive dates of Contract.
- B. Contractor vehicle and equipment parking only as designated by Project Representative.
- C. Contractor will be issued temporary parking passes for construction crew, vehicles and equipment, valid for the duration of the contract only.

1.7 ROADWAY CLOSURE

- A. Closure of the park is not in the best interest of the general public, only close roads being trenched while conduits, etc., are being installed, and immediately reopened for traffic. Supply necessary barricades, etc., to effectively prevent automotive traffic from entering upon any traveled way while trenches are open, unless other approved appropriate safety measures are taken.

1.8 UTILITIES

- A. Existing subsurface utilities on Project are represented on Contract Drawings to the best of the Commission's knowledge. It is Contractor's responsibility to verify existence of utilities and determine exact location and depth. Maintain use of utilities during construction through temporary connections or other measures suitable to Commission. No extra compensation will be made for removal, temporary connections, relocations, or replacement of utilities.

1.9 SERVICE OUTAGES

- A. Coordinate and schedule outages for, power, water, and sewer service connections/repairs with Park Manager, so as not to inconvenience park staff or public.

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1.10 SANITARY FACILITIES

- A. Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of Authorities Having Jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 015526 – TRAFFIC CONTROL

PART 1 – GENERAL

1.1 RELATED REQUIREMENTS

- A. Section 015000 – Temporary Facilities and Controls

1.2 GENERAL

- A. Provide flaggers, signs, and other traffic control devices in accordance with the Washington State Department of Transportation (WSDOT) Current Edition, Standard Specifications for Road, Bridge, and Municipal Construction and the Manual on Uniform Traffic Control Devices (MUTCD). Erect and maintain construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public from injury or damage as a result of the Contractor's operations that may occur on highways, roads, drives, streets, or sidewalks and walkways. Do no work on or adjacent to the above locations until necessary signs and traffic control devices are in place.
- B. These flaggers, signs, and other traffic control devices are for the safety of the public, the Contractor's employees, and Commission's personnel and to facilitate the movement of the traveling public. They may be used for the separation or merging of public and construction traffic when in accordance with a specific approved traffic control plan.
- C. Upon failure of the Contractor to immediately provide flaggers; erect, maintain, and remove signs; or provide, erect, maintain, and remove other traffic control devices, the Commission may, without further notice to the Contractor, shut down the Contractor's activity until adjacent traffic control is implemented.
- D. Providing adequate flaggers, signs, and other traffic control devices for the protection of the work and the public at all times, regardless of whether or not the flaggers, signs, and other traffic control devices are ordered by the Project Representative, furnished by the Commission, or paid for by the Commission or by any modifications made by the Contractor. The Contractor shall be liable for injuries and damages to persons and property suffered by reason of the Contractor's operations or any negligence in connection therewith.
- E. Lane closure or diversion: advise Project Representative a minimum of two calendar days prior to implementation.

1.3 CONFORMANCE TO ESTABLISHED STANDARDS

- A. Flagging, signs, and other traffic control devices: conform to the standards established in the latest edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, to the WSDOT Traffic Control Plans 1 through 18 (TC1-19) as published by WSDOT at <https://www.wsdot.wa.gov/Design/Standards/PlanSheet/Work-Zone-Typical-TCPs.htm> and to the Manual on Uniform Traffic Control Devices (MUTCD).

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1.4 SUBMITTALS

- A. Submit a temporary traffic control plan for Project Representative review.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

1.5 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to prevent interference with public traffic and parking, and access by emergency vehicles. Monitor parking of construction personnel's vehicles. Maintain vehicular access to and through parking areas. Prevent parking on or adjacent to access roads or in non-designated areas.

END OF SECTION

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SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the administrative and procedural requirements for the protection of trees, shrubs, and plant material not designated for removal. Trees, shrubs, and plant material not designated for removal shall be left in place and protected from damage or injury during construction using full and adequate methods of protection in order to preserve these natural resources, ecological function, and aesthetic character of the park.

1.2 REFERENCES

A. Definitions

1. Arborist Qualifications: An Arborist approved of by the Project Representative or certified by the International Society of Arboriculture (ISA) or Association of Consulting Arborists (ASCA) and licensed in the jurisdiction where project is located.
2. Critical Root Zone (CRZ): The portion of the root system nearest the stem that is critical for the stability and vitality of the tree. The minimum CRZ is a circular area having a radius of one foot for each one inch of trunk diameter defined by measuring the trunk diameter at 4.5 feet above ground level. For example, a tree that has a diameter of 20 inches would have a CRZ with a radius of 20 feet from the base of the tree. This is a MINIMUM CRZ radius for healthy trees; the CRZ often extends beyond the dripline of the tree. A critical root zone defined by 2.5 feet radius for each 1-inch diameter is desirable for old growth, historic, and character trees as designated by the Project Representative.
3. Vegetation Protection Zone (VPZ): A defined area of any size within the project area where existing vegetation (trees, shrubs, or other plant material) is to be protected from construction impacts. The zone may be accomplished by physical barriers or other means (e.g., soil protection layers or treatments).
4. Soil Protection Zone (SPZ): A defined area of any size within the project area where sensitive native soils are to be protected from construction impacts. The zone may be accomplished by physical barriers or other means (e.g., soil protection layers, durable matting, or other treatments as specified by the Project Representative).
5. High Risk Tree: Any tree with a structural defect and/or disease that makes the tree highly prone to failure, and which has a target and may result in personal injury or property damage. A high risk tree is the same as an "Emergency Tree" as defined in WAC 352-28-005 (<https://apps.leg.wa.gov/wac/default.aspx?cite=352-28-005>)

B. Reference Standards

1. ANSI A300. Specifications for Tree, Shrub, and Other Woody Plant Management including Section 5: Management of Trees and Shrubs During Site Planning, Site Development, and Construction.
2. ANSI Z133-2012. Safety Requirements for Arboricultural Operations.

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3. Council of Tree and Landscape Appraisers. (2020). *Guide for Plant Appraisal*, 10th ed. International Society of Arboriculture, Champaign, Illinois.

1.3 SUBMITTALS

1.4 None QUALITY ASSURANCE

- A. Construction Management Standard: Comply with ANSI A300 (Part 5): Management of Trees and Shrubs During Site Planning, Site Development, and Construction
- B. Tree Planting: Comply with ANSI A300 (Part 6) Planting and Transplanting
- C. Tree Root Protection and Management: Comply with ANSI A300 (Part 8) - 2013 Root Management Standard

PART 2 - PRODUCTS

2.1 TREE PROTECTION MATERIALS

- A. Temporary Fencing
 1. Continuous molded safety mesh 36 inches wide with clear openings no more than 1-1/2 inches x 2 inches. Orange, 40 grams per square foot, high density polyethylene with U-V inhibitor suitable for above-grade use installed around the circumference of the CRZ.
 2. Posts five-foot steel heavy-duty "T" posts, 1-3/8 inches x 1-3/8 inches x 7/64 inches with steel anchor placed at 8' intervals at or beyond the CRZ.
 3. Nylon zip straps having a minimum breaking strength of 150 lbs.

2.2 SOIL AND ROOT PROTECTION

- A. Mulch: See WSDOT Standard Specification 9-14.5(3) Bark or Wood Chip Mulch.
- B. Landscape fabric: American Excelsior Stablenka 140, Celanese Mirafi 140, Propex 45-45, or approved equivalent geotextile.
- C. Filter Fabric: Manufacturer's standard, nonwoven, pervious, geotextile fabric of polypropylene, nylon, or polyester fibers.
- D. Ground staples: 9 inches x 9 inches wire staples sufficient for holding landscape fabric or filter fabric in place for required time period.
- E. Ground protection mats: Construction mats or timber mats, as a temporary road surface of sufficient weight rating for the equipment being operated in the work area.

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2.3 TREE TRUNK PROTECTION

- A. Where work has been approved to take place within the CRZ, tree trunk protection shall be installed vertically around tree trunk on all sides exposed to construction activity.
- B. Common wood 2 inches x 4 inches lumber, 8 feet long, without nails, other hardware, concrete residue, or other material that may be detrimental to plant health.
- C. Strapping sufficient to hold 2 x 4's.

PART 3 - EXECUTION

3.1 PLANNING AND NOTIFICATION

- A. Where existing trees and other vegetation are in the area of work, or where existing trees outside the area of work have a CRZ extending into the area of work, employ methods to minimize adverse impact to the existing trees (including limbs, stems, and roots), understory vegetation and their root systems, and soils. Where VPZ are designated by the Project Representative and/or in project plans, observe protection measures set forth herein. Notify the Project Representative of any construction work within the CRZ of trees at least two (2) working days before the scheduled activity.

3.2 PREPARATION

- A. Prior to Construction: Erect tree and plant protection prior to beginning any site work. Protect trees to remain against cutting, breaking, skinning, or compaction of roots; skinning or bruising of bark; breaking of branches and foliage. Review locations, fencing, and other markings of any VPZ and CRZ for trees within the construction area with the Project Representative.
- B. Tree Removal: Trees that are scheduled for removal as part of the project should be removed before construction to prevent hazards during construction.
- C. Material Storage: Do not store construction materials, debris, or excavated material inside critical root zones or vegetation protection zones.
- D. Vehicle and Foot Traffic: Designate access routes within construction area and limitations on equipment and vehicles. Designate parking on existing pavement or away from critical root zones of trees. Tree protection fencing will serve as an exclusion zone within the CRZ except for where plans stipulate work will take place within the CRZ.

3.3 CRITICAL ROOT ZONE AND VEGETATION PROTECTION ZONE DESIGNATION

- A. Temporary Fencing: Install temporary fencing around CRZ, VPZ, or SPZ of either chain link or plastic mesh as indicated by Project Representative. Maintain temporary fence during construction and remove only when construction is complete.

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1. For plastic mesh, line posts space at eight feet maximum. Set posts vertically to minimum 18 inches depth. Posts may be driven provided method of driving does not damage posts. Ensure that posts do not damage tree roots.
2. Where plastic fence is used, secure plastic fencing to posts with nylon zip-straps, minimum three per post. Draw fence material tight and vertical. Where chain link panels are used join panels with manufacturers clamps that require tool removal.
3. With Project Representative's approval, sections of tree protection fencing may be removed temporarily to allow approved short-term construction activities. Reinstall fencing immediately when construction operations permit.

- B. Tree Trunk Protection: Where required tree trunks shall be protected by placing 2 x 4 lumber around the trunk, spaced so that strapping will not come in contact with the tree bark and lumber does not damage branches. Use strapping to hold lumber in place. Secure straps without nailing into or otherwise damaging tree bark.

3.4 SOIL COMPACTION, LOSS, AND DAMAGE WITHIN THE CRITICAL ROOT ZONE

- A. Protection against soil compaction within the CRZ may include but will not be limited to the following methods:

1. Application of a minimum 6-inch thick layer of mulch (or wood chips salvaged from clearing and grubbing operations) within the CRZ. Replenish mulch as necessary to maintain a 6-inch depth. Do not place mulch within 6 inches of tree trunks. Where mulch is to be removed following project completion it should be underlaid with a porous geotextile.
2. Ground protection mats, such as: timber or steel planking, construction mats, 1/2 inches thick CDX grade (or better) plywood, or brush for protection of surface roots and vegetation from equipment.
3. Where equipment operating within the CRZ exceeds 12,000 lbs use a 6-inch layer of mulch overlaid with ground protection mats described above.

- B. Protection of soils against erosion and loss within the critical root zone of trees may require application of mulch, wood chips, ground protection mats, or landscape fabric at the request of the Project Representative.

- C. Noxious Materials: Protect soils from damage caused by runoff or spillage of noxious materials while operating, mixing, placing, or storing construction materials and equipment; this includes washout of concrete mixing vessels, dewatering operations, equipment cleanup, maintenance, and service; ponding, erosion, or excessive wetting may incur a Stop-Work order at the discretion of the Project Representative.

3.5 TRENCHING, DIGGING, TUNNELING, AND GRADING WITHIN THE CRITICAL ROOT ZONE:

- A. Disturbance to soils and impacts to roots within the CRZ may require any of, and will not be limited to, the following methods, practices, and restrictions:

1. Maintain existing grade within CRZ of trees unless otherwise directed.

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- a. Lowering grades (cutting): Where existing grade is above new finish grade shown around trees, carefully excavate within CRZ to new grade. Document roots exposed in this process with photographs to be shared with project Representative.
 - b. Raising grades (filling): Where existing grade is raised within the CRZ to greater than 4 inches above existing grade these roots shall be considered damaged by smothering. Methods to increase air exchange of tree roots within these areas may be required. Examples of such methods may include and will not be limited to:
 - 1) Application of a 6 inch or thicker layer of large clean aggregate (2 inches by 4 inches or larger) covered with landscape fabric below fill material to maintain large pore space.
 - 2) Selection of a fill material with high porosity and minimal compressibility, which may include mulch. Compaction will not be required except as required by structural load requirements, to limit soil compaction.
2. Alternative excavation methods that minimize root damage may be required. These may include but are not limited to: hand digging, horizontal boring, use of an air excavation tool, or other methods as otherwise deemed necessary by the Project Representative.
- B. Only limited intrusions into tree CRZ zones will be allowed as shown on the plans and with the approval of the Project Representative. Where trenching for utilities or irrigation is required within CRZ's of trees the following may be required:
1. No cutting of roots greater than two inches diameter. Tunnel under or around roots by drilling, auger boring, air excavation, or digging by hand.
 2. Where necessary for installation, cut roots with sharp pruning instruments flush with the edge of the trench or tunnel; do not break or chop.
 3. Avoid hitting roots with heavy equipment. Roots that are ripped by equipment should be excavated by hand, photographed, kept moist with mulch or burlap layers, and inspected by the Project Representative.
 4. Pile excavated soil outside of the CRZ of residual trees and return area to original grade upon completion of work.
 5. Cover exposed roots with soil as soon as possible or at the end of each day; the soil compacted to the original firmness only; and, watered when conditions are dry.
 6. Tree root pruning or other tree root treatments may be required as directed by the Project Representative.
 7. Root painting is not permitted.
- 3.6 STEM AND BRANCH PRUNING:
- A. Any unnecessary cutting, breaking, skinning, or bruising of bark; breaking of branches and foliage; damage or clearing of vegetation in the work area will not be permitted. Where permitted, stem and branch pruning must follow ANSI A300 Standards (including Part 1 and Part 5).
 - B. Temporarily tie-up of low limbs is permitted where designated by the project representative.
 - C. All final pruning cuts shall be made in branch tissue close to the trunk or parent limb, without cutting into the branch bark ridge or branch collar and without leaving a stub. Flush cuts to the tree trunk that remove the branch collar are unacceptable. Flush cuts result in a larger wound and expose trunk tissues to the possibility of decay.

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- D. All significant tree pruning must have prior approval of Project Representative. An approved Arborist may be required, at the Contractors expense, for extensive or technically challenging pruning activities. Such requirements will be made explicit to the Contractor prior to the start of work.
- E. Only proper branch pruning techniques will be accepted. Improperly pruned trees could be irreparably damaged and are subject to section 3.7 DAMAGE TO TREES AND TREE REPLACEMENT.

3.7 DAMAGE TO TREES AND TREE REPLACEMENT:

- A. Should any tree or vegetation designated to remain be damaged in the course of construction activities immediately notify the Project Representative for inspection and direction for remedy.
- B. Remedies for damage will, at the Owner's discretion, require removal and disposal of the damaged tree(s) and be one of the following, at the discretion of the Project Representative.
 - 1. Compensate the Owner in cash or as a credit to the contract for up to the full value of the damaged tree, as appraised by an ISA certified Arborist according to the latest edition of the "Guide for Plant Appraisal".
 - 2. Replace each damaged tree under 6 inches diameter at breast height measurement with one replacement tree of 1-3/4 inches caliper measure. Replace each damaged tree over 6 inches diameter at breast height measurement with one replacement tree of 1-3/4 inches caliper measure for each 6 inches of diameter at breast height measure of the damaged tree. The new trees may or may not be the same species, at the discretion of the Project Representative. Select nursery stock, plant, and maintain as specified in Section 1.4 QUALITY ASSURANCE.
 - 3. For identified old-growth trees specified to remain, the Project Representative may be provided alternative remediation requirements from Parks Stewardship staff above and beyond requirements of 3.7.B.1 and 3.7.B.2.
- C. Notify Project Representative in any case where construction called for in the contract documents cannot be completed without damage to trees identified to remain. Approval of the Project Representative is required prior to beginning construction described in the contract documents that might damage a tree designated to remain. Any tree designated to remain which is damaged without Project Representative's written approval, even if damage is necessary to complete the work, will subject the Contractor to remedies described in section 3.7 B above.

END OF SECTION

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SECTION 016000 – PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 COMMISSION FURNISHED ITEMS

- A. The Commission furnishes no items, except for those listed below. The Contractor shall make all arrangements for and provide all materials required to accomplish the Work, including unloading and installing Commission furnished items.
 - 1. Prefabricated steel girder superstructure
 - 2. Precast Concrete Sill
 - 3. Steel Backwall
 - 4. Park Entry Gate

1.2 IMPLIED/INCIDENTAL MATERIALS

- A. Minor materials required for proper Project completion although not specifically mentioned or shown in Contract documents, are part of materials to be provided by Contractor as a part of Contract and are considered incidental to the total cost of Project. No additional compensation is due to the Contractor for providing such items.

1.3 QUALITY OF MATERIALS

- A. Materials are to be new, free from defects, and of quality specified in the drawings and specifications.
- B. Select and provide materials to ensure satisfactory operation and rated life in prevailing environmental conditions were installed.
- C. Same make and quality throughout the entire job, for each type. Furnish materials of latest standard design products of manufacturers regularly engaged in their production.

1.4 SPECIFIED MATERIALS

- A. Drawings and specifications generally reference only one make and model for each item of material or equipment required. This is not intended to be restrictive but indicates the standard of quality, design, and features required.
- B. Specified product is the basis of design regarding physical size, strength, and performance. Products named indicate minimum acceptable product and are "or equal" unless noted otherwise.

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1.5 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

- B. Conditions: Project Representative will consider Contractor's request for substitution when the following conditions are satisfied:
 - a. Requested substitution is consistent with Contract Documents and will produce indicated results.
 - b. Requested substitution provides sustainable design characteristics that specified product provided.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of Authorities Having Jurisdiction.
 - e. Requested substitution is compatible with other portions of Work.
 - f. Requested substitution has been coordinated with other portions of Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

- C. Substitutions for Convenience: Project Representative will consider requests for substitution if received within **60** days after **the Notice to Proceed**.
 - 1. Conditions: Project Representative will consider Contractor's request for substitution when the following conditions are satisfied:
 - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to Contract Documents.
 - c. Requested substitution is consistent with Contract Documents and will produce indicated results.
 - d. Requested substitution provides sustainable design characteristics that specified product provided.
 - e. Requested substitution will not adversely affect Contractor's construction schedule.
 - f. Requested substitution has received necessary approvals of Authorities Having Jurisdiction.
 - g. Requested substitution is compatible with other portions of Work.
 - h. Requested substitution has been coordinated with other portions of Work.
 - i. Requested substitution provides specified warranty.
 - j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

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1.6 SUBSTITUTION OF MATERIALS ("OR EQUAL")

- A. Proposed equipment to be considered "or equal" will necessitate written approval by the Engineer prior to substitution.
- B. On requests for substitution of materials clearly define and describe proposed substitute.
- C. Accompany requests by complete specifications, samples, records of performance, certified test reports, and such other information as the Engineer may request to evaluate the substitute product.
- D. Contractor is responsible for a substitute item suiting the installation requirements and for additional costs incurred as a result of substitution.
- E. Final decisions regarding quality and suitability of proposed substitutions rests solely with Engineer and will be based on information submitted.

1.7 TECHNICAL DATA

- A. Technical data and information contained herein relies entirely on tests and ratings provided by manufacturers who are solely responsible for their accuracy. Project Representative, by use of this information in no way implies that Project Representative has tested or otherwise verified the results of published manufacturer's information.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Transport products by methods to avoid product damage. Only deliver products to the site that are undamaged and free from defects.
- B. Provide proper equipment and personnel to handle and transport materials/products to the Project sites safely and undamaged.
- C. Promptly inspect material to assure that products comply with Contract requirements, quantities are correct, and products are undamaged.
- D. Store and/or stockpile materials and products only in areas of park designated and approved by Project Representative prior to delivery.
- E. Arrange storage to provide easy access for inspections. Original product labels, certifications, stamps, etc. to be intact and readily visible for inspection purposes.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**LAKE SYLVIA STATE PARK
CULVERT REPLACEMENT**

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL (NOT USED)

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to Authorities Having Jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Waste and debris removed from the worksite and not specified for reuse becomes the responsibility of the Contractor and disposed of off park property in areas authorized by the applicable county and/or state agencies and in accordance with current rules and regulations governing the disposal of solid waste. Disposal fees and sundry charges are paid by the Contractor and are incidental to the contract.
- C. Burning: Do not burn waste materials.
- D. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION

**LAKE SYLVIA STATE PARK
CULVERT REPLACEMENT**

SECTION 017700 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 AS-BUILTS

- A. Before final acceptance of Project, furnish Project Representative "As-Builts" which shows as-built locations and dimensions of major items constructed. Include locations and elevations of existing utilities encountered during excavation. Show location of pipes, manholes, buildings, structures, etc. by field measurements consisting of at least two (2) ties to permanent surface objects such as hydrants, buildings, etc.
- B. Final payment: No more than 95 percent until As-Built Drawings received. Payment made after receipt and acceptance of drawings by Project Representative. Lack of As-Built Drawings will not be a cause for contract extensions.

1.2 SPECIAL TOOLS

- A. Deliver special tools required for maintenance and adjustment of equipment to Project Representative upon completion and before final acceptance of Project.

1.3 SPARE MATERIALS AND PARTS

- A. Before final acceptance, deliver spare materials, parts and other similar items to storage locations specified by Project Representative.

1.4 CERTIFICATES AND PERMITS

- A. Submit signed original certificates of compliance and final approval from Authorities Having Jurisdiction.

1.5 OUTSTANDING DOCUMENTS

- A. Expedite and submit outstanding administrative documents including outstanding cost proposals, Change Orders, etc.

1.6 PRIOR OCCUPANCY

- A. Reference General Conditions.
- B. Commission has the right to occupy completed portions of Project prior to final acceptance, and such occupation is not an acceptance of Project. Prior to occupancy, Project Representative and Contractor mutually agree to a date for prior occupancy; the area to be occupied; that occupancy is commencing within the requirements of applicable codes and ordinances; that endorsements

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from insurance companies, as necessary to maintain full insurance of Project regardless of prior occupancy, have been obtained; and that other necessary provisions are completed.

- C. The Project Representative will inspect areas designated for prior occupancy and issue a letter of acceptance or provide a list of deficiencies to be corrected to Contractor. Correct deficiencies prior to date of occupancy.

1.7 SUBSTANTIAL COMPLETION

- A. Reference General Conditions.
- B. Notify Project Representative in writing a minimum of seven (7) days in advance of the scheduled date of completion. Project Representative will conduct a "pre-final" inspection and formulate a final punchlist of Work items to be completed prior to final inspection. Project Representative will establish the date of substantial completion based on pre-final inspection findings. Following this inspection, Project Representative will either issue notice of substantial completion or advise the Contractor of deficient items which must be corrected prior to issuance of substantial completion.

1.8 DAMAGE TO FACILITIES, ROADS, VEGETATION OR PROPERTY

- A. During the course of construction, should any park facility be damaged by the Contractor's actions, operations or neglect, repair any such damages to their original condition, as acceptable to the Project Representative, at no cost to the Commission.
- B. Repair, restore or replace any park roads, vegetation or property damaged by the Contractor to the original condition at the time construction began. Repair or replace trees and vegetation indicated to remain, which has been damaged by construction operations, in a manner acceptable to the Project Representative.

1.9 FINAL CLEAN-UP

- A. Upon completion of the Work and prior to final inspection and acceptance, clean up the entire construction site and all grounds occupied by the Contractor in connection with the Work.
- B. Fine graded, rake clean and smooth all worksites and disturbed areas. Remove from the park rubbish, surplus and discarded materials, falsework, temporary structures, equipment, and debris.
- C. Leave all phases of the Project clean and ready for public use prior to final acceptance.
- D. Inspect all materials and surfaces for damage, scratches, marring, untreated ends of sawcuts, etc. and repair to original or intended condition.

1.10 FINAL INSPECTION AND ACCEPTANCE

- A. Reference General Conditions.

**LAKE SYLVIA STATE PARK
CULVERT REPLACEMENT**

- B. Notify Project Representative in writing when Work, including punchlist items, has been completed.
- C. Project Representative will schedule and conduct a final inspection to verify that outstanding Work items are complete.
- D. Owner will establish the date of final acceptance based on the results of final inspection. Complete/correct any items identified as outstanding during final inspection prior to final acceptance of Project.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

1 **INTRODUCTION**

2
3 This Contract shall be constructed in accordance with the 2024 Standard Specifications for
4 Road, Bridge, and Municipal Construction.

5
6 **SPECIAL PROVISIONS**

7
8 Several types of Special Provisions are included in this contract; General, Region, Bridges
9 and Structures, and Project Specific. Special Provisions types are differentiated as follows:

10		
11	(date)	General Special Provision
12	(*****)	Notes a revision to a General Special Provision and also notes a Project Specific Special Provision.
13		
14		
15	(Regions ¹ date)	Region Special Provision
16		

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

20
21 **Region Special Provisions** are commonly applicable within the designated Region. Region
22 designations are as follows:

23		
24	<u>Regions¹</u>	
25	ER	Eastern Region
26	NCR	North Central Region
27	NWR	Northwest Region
28	OR	Olympic Region
29	SCR	South Central Region
30	SWR	Southwest Region
31		
32	WSF	Washington State Ferries Division
33		

34 **Project Specific Special Provisions** normally appear only in the contract for which they were
35 developed.

36
37 **Division 5**
38 **Surface Treatments and Pavements**

39
40 **Hot Mix Asphalt**

41
42 (*****)
43 Delete Section 5-04 and amendments, Hot Mix Asphalt and replace it with the following:
44

45 **5-04.1 Description**

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

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

5-04.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement	9-03.8(3)B
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21
Portland Cement	9-01
Sand	9-03.1(2)
(As noted in 5-04.3(5)C for crack sealing)	
Joint Sealant	9-04.2
Foam Backer Rod	9-04.2(3)A

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

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

The Contractor may use up to 20 percent RAP by total weight of HMA with no additional sampling or testing of the RAP. The RAP shall be sampled and tested at a frequency of one sample for every 1,000 tons produced and not less than ten samples per project. The asphalt content and gradation test data shall be reported to the Contracting Agency when submitting the mix design for approval on the QPL. The Contractor shall include the RAP as part of the mix design as defined in these Specifications.

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

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

1 Production of aggregates shall comply with the requirements of Section 3-01.
2 Preparation of stockpile site, the stockpiling of aggregates, and the removal of
3 aggregates from stockpiles shall comply with the requirements of Section 3-02.
4

5 **5-04.2(1) How to Get an HMA Mix Design on the QPL**

6 If the contractor wishes to submit a mix design for inclusion in the Qualified Products List
7 (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).
8

9 **5-04.2(1)A Vacant**
10

11 **5-04.2(2) Mix Design – Obtaining Project Approval**

12 No paving shall begin prior to the approval of the mix design by the Engineer.
13

14 **Nonstatistical** evaluation will be used for all HMA not designated as Commercial HMA
15 in the contract documents.
16

17 **Commercial** evaluation will be used for Commercial HMA and for other classes of HMA
18 in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails,
19 gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted
20 by commercial evaluation shall be as approved by the Project Engineer. Sampling and
21 testing of HMA accepted by commercial evaluation will be at the option of the Project
22 Engineer. The Proposal quantity of HMA that is accepted by commercial evaluation will
23 be excluded from the quantities used in the determination of nonstatistical evaluation.
24

25 **Nonstatistical Mix Design.** Fifteen days prior to the first day of paving the contractor
26 shall provide one of the following mix design verification certifications for Contracting
27 Agency review;
28

- 29
- 30 • The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or
31 one of the mix design verification certifications listed below.
 - 32 • The proposed HMA mix design on WSDOT Form 350-042 with the seal and
33 certification (stamp & signature) of a valid licensed Washington State
34 Professional Engineer.
 - 35 • The Mix Design Report for the proposed HMA mix design developed by a
36 qualified City or County laboratory that is within one year of the approval date.**

37 The mix design shall be performed by a lab accredited by a national authority such as
38 Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The
39 Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO
40 Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO:
41 resource proficiency sample program.
42

43 Mix designs for HMA accepted by Nonstatistical evaluation shall;
44

- 45 • Have the aggregate structure and asphalt binder content determined in
46 accordance with WSDOT Standard Operating Procedure 732 and meet the
47 requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and
48 stripping are at the discretion of the Engineer, and 9-03.8(6).

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- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324, or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

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

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

For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and design level of Equivalent Single Axle Loads (ESAL’s) appropriate for the required use.

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

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

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

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

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

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

Minimum Surface Temperature for Paving

Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55°F	45°F
0.10 to .20	45°F	35°F
More than 0.20	35°F	35°F

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5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

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

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.
3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.
4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).
5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:
 - a. A mechanical sampling device attached to the HMA plant.
 - b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

5-04.3(3)B Hauling Equipment

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

1 loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect
2 the HMA.

3

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

10

11 **5-04.3(3)C Pavers**

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

15

16 The HMA paver shall be in good condition and shall have the most current equipment
17 available from the manufacturer for the prevention of segregation of the HMA mixture
18 installed, in good condition, and in working order. The equipment certification shall list
19 the make, model, and year of the paver and any equipment that has been retrofitted.

20

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

28

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

43

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

46

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

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

A Material Transfer Device/Vehicle (MTD/V) is required and pick-up machines shall not be used on the project. The Engineer may approve paving without an MTD/V, at the request of the Contractor and if the segment to be paved is short and it is not the final wearing course. The Engineer will determine if an equitable adjustment in cost or time is due.

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

To be approved for use, an MTV:

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

To be approved for use, an MTD:

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

5-04.3(3)E Rollers

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

5-04.3(4) Preparation of Existing Paved Surfaces

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

4
5 Preleveling of uneven or broken surfaces over which HMA is to be placed may be
6 accomplished by using an asphalt paver, a motor patrol grader, or by hand raking, as
7 approved by the Engineer.

8
9 Compaction of preleveling HMA shall be to the satisfaction of the Engineer and may
10 require the use of small steel wheel rollers, plate compactors, or pneumatic rollers to
11 avoid bridging across preleveled areas by the compaction equipment. Equipment used
12 for the compaction of preleveling HMA shall be approved by the Engineer.

13
14 Before construction of HMA on an existing paved surface, the entire surface of the
15 pavement shall be clean. All fatty asphalt patches, grease drippings, and other
16 objectionable matter shall be entirely removed from the existing pavement. All
17 pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement
18 grindings, and other foreign matter. All holes and small depressions shall be filled with an
19 appropriate class of HMA. The surface of the patched area shall be leveled and
20 compacted thoroughly. Prior to the application of tack coat, or paving, the condition of
21 the surface shall be approved by the Engineer.

22
23 A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA
24 is to be placed or abutted; except that tack coat may be omitted from clean, newly paved
25 surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover
26 the existing pavement with a thin film of residual asphalt free of streaks and bare spots at
27 a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of
28 application shall be approved by the Engineer. A heavy application of tack coat shall be
29 applied to all joints. For Roadways open to traffic, the application of tack coat shall be
30 limited to surfaces that will be paved during the same working shift. The spreading
31 equipment shall be equipped with a thermometer to indicate the temperature of the tack
32 coat material.

33
34 Equipment shall not operate on tacked surfaces until the tack has broken and cured. If
35 the Contractor's operation damages the tack coat it shall be repaired prior to placement
36 of the HMA.

37
38 The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h
39 emulsified asphalt may be diluted once with water at a rate not to exceed one part water
40 to one part emulsified asphalt. The tack coat shall have sufficient temperature such that
41 it may be applied uniformly at the specified rate of application and shall not exceed the
42 maximum temperature recommended by the emulsified asphalt manufacturer.

43 44 **5-04.3(4)A Crack Sealing**

45 46 **5-04.3(4)A1 General**

47 When the Proposal includes a pay item for crack sealing, seal all cracks ¼ inch in width
48 and greater.

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Cleaning: Ensure that cracks are thoroughly clean, dry and free of all loose and foreign material when filling with crack sealant material. Use a hot compressed air lance to dry and warm the pavement surfaces within the crack immediately prior to filling a crack with the sealant material. Do not overheat pavement. Do not use direct flame dryers. Routing cracks is not required.

Sand Slurry: For cracks that are to be filled with sand slurry, thoroughly mix the components and pour the mixture into the cracks until full. Add additional CSS-1 cationic emulsified asphalt to the sand slurry as needed for workability to ensure the mixture will completely fill the cracks. Strike off the sand slurry flush with the existing pavement surface and allow the mixture to cure. Top off cracks that were not completely filled with additional sand slurry. Do not place the HMA overlay until the slurry has fully cured.

The sand slurry shall consist of approximately 20 percent CSS-1 emulsified asphalt, approximately 2 percent portland cement, water (if required), and the remainder clean Class 1 or 2 fine aggregate per section 9-03.1(2). The components shall be thoroughly mixed and then poured into the cracks and joints until full. The following day, any cracks or joints that are not completely filled shall be topped off with additional sand slurry. After the sand slurry is placed, the filler shall be struck off flush with the existing pavement surface and allowed to cure. The HMA overlay shall not be placed until the slurry has fully cured. The requirements of Section 1-06 will not apply to the portland cement and sand used in the sand slurry.

In areas where HMA will be placed, use sand slurry to fill the cracks.

In areas where HMA will not be placed, fill the cracks as follows:

1. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.
2. Cracks greater than 1 inch in width – fill with sand slurry.

Hot Poured Sealant: For cracks that are to be filled with hot poured sealant, apply the material in accordance with these requirements and the manufacturer’s recommendations. Furnish a Type 1 Working Drawing of the manufacturer’s product information and recommendations to the Engineer prior to the start of work, including the manufacturer’s recommended heating time and temperatures, allowable storage time and temperatures after initial heating, allowable reheating criteria, and application temperature range. Confine hot poured sealant material within the crack. Clean any overflow of sealant from the pavement surface. If, in the opinion of the Engineer, the Contractor’s method of sealing the cracks with hot poured sealant results in an excessive amount of material on the pavement surface, stop and correct the operation to eliminate the excess material.

5-04.3(4)A2 Crack Sealing Areas Prior to Paving

In areas where HMA will be placed, use sand slurry to fill the cracks.

5-04.3(4)A3 Crack Sealing Areas Not to be Paved

In areas where HMA will not be placed, fill the cracks as follows:

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- A. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.
- B. Cracks greater than 1 inch in width – fill with sand slurry.

5-04.3(5) Vacant

5-04.3(6) Mixing

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

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

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

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

5-04.3(7) Spreading and Finishing

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

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

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

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10 **5-04.3(8) Vacant**

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12 **5-04.3(9) Vacant**

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14 **5-04.3(10) HMA Compaction – General Compaction Requirements**

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

21

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

28

29 **5-04.3(11) Reject Work**

30

31 **5-04.3(11)A Reject Work General**

32 Work that is defective or does not conform to Contract requirements shall be rejected.
33 The Contractor may propose, in writing, alternatives to removal and replacement of
34 rejected material. Acceptability of such alternative proposals will be determined at the
35 sole discretion of the Engineer.

36

37 **5-04.3(12) Joints**

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39 **5-04.3(12)A HMA Joints**

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41 **5-04.3(12)A1 Transverse Joints**

42 The Contractor shall conduct operations such that the placing of the top or wearing
43 course is a continuous operation or as close to continuous as possible. Unscheduled
44 transverse joints will be allowed and the roller may pass over the unprotected end of the
45 freshly laid mixture only when the placement of the course must be discontinued for such
46 a length of time that the mixture will cool below compaction temperature. When the Work

1 is resumed, the previously compacted mixture shall be cut back to produce a slightly
2 beveled edge for the full thickness of the course.

3

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

10

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

13

14 **5-04.3(12)A2 Longitudinal Joints**

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

24

25 **5-04.3(12)B Bridge Paving Joint Seals**

26

27 **5-04.3(12)B1 HMA Sawcut and Seal**

28 Prior to placing HMA on the bridge deck, establish sawcut alignment points at both ends
29 of the bridge paving joint seals to be placed at the bridge ends, and at interior joints
30 within the bridge deck when and where shown in the Plans. Establish the sawcut
31 alignment points in a manner that they remain functional for use in aligning the sawcut
32 after placing the overlay.

33

34 Submit a Type 1 Working Drawing consisting of the sealant manufacturer's application
35 procedure.

36

37 Construct the bridge paving joint seal as specified on the Plans and in accordance with
38 the detail shown in the Standard Plans. Construct the sawcut in accordance with the
39 detail shown in the Standard Plan. Construct the sawcut in accordance with Section 5-
40 05.3(8)B and the manufacturer's application procedure.

41

42 **5-04.3(13) Surface Smoothness**

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

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2 **Division 6**
3 **Structures**
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7 **6-01.17 Bridge Unloading and Installation**
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9 The Bridge Manufacturer will deliver the bridge to the project site. It is the responsibility of the
10 Contractor to unload the bridge materials and store them safely on site. Allowable unloading
11 time for delivery trucks is two hours with a demurrage charge of \$100/hour thereafter, per the
12 Bridge Manufacturer. Delivery shall be coordinated with the Bridge Manufacturer and
13 Washington State Parks a minimum of two working days prior to delivery.
14

15 The Bridge Manufacturer will provide a standard typical written procedures for lifting, splicing
16 and assembling the bridge elements. All actual methods, equipment and sequence of erection
17 used are the responsibility of the Contractor.
18

19 **Concrete Structures**
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21 **Materials**
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23 Section 6-02.2 is supplemented with the following:
24

25 ***(April 1, 2013)***

26 ***Resin Bonded Anchors***

27 The resin bonded anchor system shall include the nut, washer, and threaded anchor rod
28 which is installed into hardened concrete with a resin bonding material.
29

30 Resin bonding material used in overhead and horizontal application shall be specifically
31 recommended by the resin manufacturer for those applications.
32

33 Resin bonding material used in submerged liquid environment shall be specifically
34 recommended by the resin manufacturer for this application.
35

36 The resin bonded anchor system shall conform to the following requirements:
37

38 1. Threaded Anchor Rod and Nuts

39 Threaded anchor rods shall conform to ASTM A 193 Grade B7 or ASTM A 449,
40 except as otherwise noted, and be fully threaded. Threaded anchor rods for
41 stainless steel resin bonded anchor systems shall conform to ASTM F 593 and
42 shall be Type 304 unless otherwise specified.
43

44 Nuts shall conform to ASTM A 563, Grade DH, except as otherwise noted. Nuts
45 for stainless steel resin bonded anchor systems shall conform to ASTM F 594
46 and shall be Type 304 unless otherwise specified.
47

48 Washers shall conform to ASTM F 436 and shall meet the same requirements
49 as the supplied anchor rod, except as otherwise noted. Washers for stainless
50 steel resin bonded anchor systems shall conform to ASTM A 240 and the

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geometric requirements of ASME B18.21.1 and shall be Type 304 Stainless Steel unless otherwise specified.

Nuts and threaded anchor rods, except those manufactured of stainless steel, shall be galvanized in accordance with AASHTO M 232. Galvanized threaded anchor rods shall be tested for embrittlement after galvanizing, in accordance with Section 9-29.6(5).

Threaded anchor rods used with resin capsules shall have the tip of the rod chiseled in accordance with the resin capsule manufacturer's recommendations. Galvanized threaded rods shall have the tip chiseled prior to galvanizing.

- 2. Resin Bonding Material
Resin bonding material shall be a two-component epoxy resin conforming to Type IV ASTM C 881 or be one of the following:
 - a. Vinyl ester resin.
 - b. Polyester resin.
 - c. Methacrylate resin.
- 3. Ultimate Anchor Tensile Capacity
Resin bonded anchors shall be tested in accordance with ASTM E 488 to have the following minimum ultimate tensile load capacity when installed in concrete having a maximum compressive strength of 6000 pounds per square inch (psi) at the embedment specified below:

Anchor Diameter (inch)	Tensile Capacity (lbs.)	Embedment (inch)
3/8	7,800	3-3/8
1/2	12,400	4-1/2
5/8	19,000	5-5/8
3/4	27,200	6-3/4
7/8	32,000	7-7/8
1	41,000	9
1-1/4	70,000	11-1/4

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The Contractor shall submit items 1 and 2 below to the Engineer for all resin bonded anchor systems. If the resin bonded anchor system and anchor diameter are not listed in the current WSDOT Qualified Products List, the Contractor shall also submit item 3 below to the Engineer.

For resin bonded anchor systems that are installed in a submerged liquid environment the Contractor shall submit items 1, 2, and 4 below. If the resin bonded anchor system and anchor diameter are not listed in the current WSDOT Qualified Products List, the Contractor shall also submit item 3 below to the Engineer.

- 1 The resin manufacturer's written installation procedure for the anchors.
- 2. The manufacturer's certificate of compliance for the threaded anchor rod certifying that the anchor rod meets these requirements.

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3. Test results by an independent laboratory certifying that the threaded anchor rod system meets the ultimate anchor tensile load capacity specified in the above table. The tests shall be performed in accordance with ASTM E 488.
4. For threaded anchors intended to be installed in submerged liquid environments the Contractor shall submit tests performed by an independent laboratory within the past 24 months which certifies that anchors installed in a submerged environment meet the strength requirements specified in the above table.

Construction Requirements

Placing Anchor Bolts

Section 6-02.3(18) is supplemented with the following:

(January 3, 2011)

Resin Bonded Anchors

The embedment depth of the anchors shall be as specified in the Plans. If the embedment depth of the anchor is not specified in the Plans then the embedment depth shall be as specified in the table of minimum and maximum torque below.

The anchors shall be installed in accordance with the resin manufacturer's written procedure.

Holes shall be drilled as specified in the Plans. Holes may be drilled with a rotary hammer drill when core drilling is not specified in the Plans. If holes are core drilled, the sides of the holes shall be roughened with a rotary hammer drill after core drilling.

Holes shall be prepared in accordance with the resin manufacturer's recommendations and shall meet the minimum requirements as specified herein. Holes drilled into concrete shall be thoroughly cleaned of debris, dust, and laitance prior to installing the threaded rod and resin bonding material. Holes shall not have any standing liquid at the time of installation of the threaded anchor rod.

The anchor nuts shall be tightened to the following torques when the embedment equals or exceeds the minimum embedment specified.

Anchor Diameter (inch)	Minimum Torque (ft-lbs)	Maximum Torque (ft-lbs)	Minimum Embedment (Inch)
3/8	12	18	3-3/8
1/2	22	35	4-1/2
5/8	55	80	5-5/8
3/4	106	140	6-3/4
7/8	165	190	7-7/8
1	195	225	9
1-1/4	370	525	11-1/4

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When the anchor embedment depth is less than the minimum values specified, the anchor nuts shall be tightened to the torque values specified in the Plans, or as

1 recommended by the resin bonded anchor system manufacturer and approved by
2 the Engineer.

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4 **Bridge Railings**

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6 **Materials**

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8 Section 6-06.2 is supplemented with the following:

9

10 (March 6, 2000)

11 Epoxy resin shall conform to Section 9-26.1.

12

13 **Construction Requirements**

14

15 ***Metal Railings***

16

17 Section 6-06.3(2) is supplemented with the following:

18

19 The post blockouts shall be formed with a steel sleeve of the size and thickness
20 specified in the Plans. The steel sleeve shall be galvanized after fabrication in
21 accordance with AASHTO M 111. The Contractor shall fill the bottom portion of the
22 railing post with expanded polystyrene as shown in the Plans.

23

24 The Contractor shall install the steel posts in the post blockouts as shown in the
25 Plans. The posts shall be installed vertically, set in position with epoxy resin, and
26 braced to maintain the vertical position until the epoxy resin hardens.

27

28 Longitudinal members shall be connected to the steel posts as shown in the Plans.

29

30 **Painting**

31

32 **Description**

33

34 Section 6-07.1 is supplemented with the following:

35

36 (August 3, 2009)

37 This work shall consist of cleaning and painting all exposed metal surfaces of the Bridge
38 *** Backwall ***, in accordance with Section 6-07.3(10), except as otherwise noted below.

39

40 Portions of the structure(s) excluded from this work include:

41

42 *** All Weathering Steel Surfaces ***

43

44

45 **Construction Requirements**

46

47 ***Painting or Powder Coating of Galvanized Surfaces***

48

49 Section 6-07.3(11) is supplemented with the following:

50

51 (August 3, 2009)

1 The color of the finish coat, when dry, shall match *** Corathane 1 Coal Tar by
2 Sherwin Williams, color to be black ***
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5 **Structural Earth Walls**
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7 **Materials**
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9 Section 6-13.2 is supplemented with the following:
10
11 ***(February 6, 2023)***
12 ***Precast Concrete Panel Faced Structural Earth Wall Materials***
13 **General Materials**
14 **Concrete Leveling Pad**
15 Leveling pad concrete shall be commercial concrete in accordance with Section
16 6-02.3(2)B.
17
18 **Proprietary Materials**
19 **ARES Modular Panel Wall System**
20 **Tensor Geogrid Materials**
21 Geogrid reinforcement shall conform to Section 9-33.1 and shall be a
22 product listed in Appendix D of the current WSDOT Qualified Products List
23 (QPL). The values of T_{al} and T_{ult} as listed in the QPL for the products used
24 shall meet or exceed the values required for the wall manufacturer's
25 reinforcement design as specified in the structural earth wall design
26 calculation and working drawing submittal.
27
28 The minimum ultimate tensile strength of the geogrid shall be a minimum
29 average roll value (the average test results for any sampled roll in a lot shall
30 meet or exceed the values shown in Appendix D of the current WSDOT
31 QPL). The strength shall be determined in accordance with ASTM D6637
32 for multi-rib specimens.
33
34 The ultraviolet (UV) radiation stability, in accordance with ASTM D4355,
35 shall be a minimum of 70 percent strength retained after 500 hours in the
36 weatherometer.
37
38 The longitudinal (i.e., in the direction of loading) and transverse (i.e., parallel
39 to the wall or slope face) ribs that make up the geogrid shall be
40 perpendicular to one another. The maximum deviation of the cross-rib from
41 being perpendicular to the longitudinal rib (skew) shall be no more than 1
42 inch in 5 feet of geogrid width. The maximum deviation of the cross-rib at
43 any point from a line perpendicular to the longitudinal ribs located at the
44 cross-rib (bow) shall be 0.5 inches.
45
46 The Engineer will take random samples of the geogrid materials at the job
47 site. Approval of the geogrid materials will be based on testing of samples
48 from each lot. A "lot" shall be defined as all geogrid rolls sent to the project
49 site produced by the same manufacturer during a continuous period of
50 production at the same manufacturing plant having the same product name.
51 The Contracting Agency will require 14 calendar days maximum for testing

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the samples after their arrival at the WSDOT Materials Laboratory in Tumwater, WA.

The geogrid samples will be tested for conformance to the specified material properties. If the test results indicate that the geogrid lot does not meet the specified properties, the roll or rolls which were samples will be rejected. Two additional rolls for each roll tested which failed from the lot previously tested will then be selected at random by the Engineer for sampling and retesting. If the retesting shows that any of the additional rolls tested do not meet the specified properties, the entire lot will be rejected. If the test results from all the rolls retested meet the specified properties, the entire lot minus the roll(s) which failed will be accepted.

All geogrid materials which have defects, deterioration, or damage, as determined by the Engineer, will be rejected. All rejected geogrid materials shall be replaced at no expense to the Contracting Agency.

Except as otherwise noted, geogrid identification, storage and handling shall conform to the requirements specified in Section 2-12.2. The geogrid materials shall not be exposed to temperatures less than -20F and greater than 122F.

Rubber bearing pads shall be a type and grade as recommended by Tensar Earth Technologies, Inc.

Geosynthetic joint cover for all horizontal and vertical joints shall be a non-woven geosynthetic as recommended by Tensar Earth Technologies, Inc. Adhesive used to attach the geosynthetic to the rear of the precast concrete facing panel shall be as recommended by Tensar Earth Technologies, Inc.

Reinforced Earth Wall

Reinforcing strips shall be shop fabricated from hot rolled steel conforming to ASTM A572 Grade 65 or approved equal and shall be galvanized after fabrication in accordance with AASHTO M 111. Damage to the galvanizing shall be repaired with one coat of paint conforming to Section 9-08.1(2)B.

Bolts and nuts shall conform to Section 9-06.5(3) and shall be galvanized in accordance with ASTM F2329.

Rubber bearing pads shall be a type and grade as recommended by the Reinforced Earth Company.

Vertical joint filler between panels, when specified in the structural earth wall working drawings, shall be two-inch square, flexible open cell polyether foam strips, Grade UU-34, as recommended by the Reinforced Earth Company.

Filter fabric joint cover for all horizontal and vertical joints, when specified in the structural earth wall working drawings, shall be a pervious woven polypropylene filter fabric as recommended by the Reinforced Earth Company. Adhesive used to attach the fabric material to the rear of the precast concrete facing panel shall be as recommended by the Reinforced Earth Company.

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MSE Plus Wall

Pins connecting the soil reinforcing mesh to the precast concrete panels shall conform to AASHTO M 336, plain wire, and shall be galvanized after fabrication in accordance with AASHTO M 111. Damage to the galvanizing shall be repaired with one coat of paint conforming to Section 9-08.1(2)B.

Bearing pads shall be serrated high-density polyethylene (HDPE) copolymer pads as recommended by SSL, LLC.

Filter fabric joint cover for all horizontal and vertical joints shall be non-woven geosynthetic conforming to AASHTO M 288. Adhesive used to bond the geosynthetic to the rear of the precast concrete facing panel shall be as recommended by SSL, LLC.

Construction Requirements

Section 6-13.3 is supplemented with the following:

(January 10, 2022)

Precast Concrete Panel Faced Structural Earth Wall

Precast concrete panel faced structural earth walls shall be constructed of only one of the following wall systems. The Contractor shall make arrangements to purchase the precast concrete panels, soil reinforcement, attachment devices, joint filler, and all necessary incidentals from the source identified with each wall system:

ARES Modular Panel Wall System

ARES Modular Panel Wall System is a registered trademark of Tensar Corporation

Tensar Corporation
2500 Northwinds Parkway Suite 500
Atlanta, GA 30009
(770) 344-2090
FAX (678) 281-8546
www.tensarcorp.com

MSE Plus Wall

MSE Plus Wall is a registered trademark of SSL, LLC

SSL, LLC
4740 Scotts Valley Drive Suite E
Scotts Valley, CA 95066
(831) 430-9300
FAX (831) 430-9340
www.mseplus.com

Reinforced Earth Wall

Reinforced Earth is a registered trademark of the Reinforced Earth Company.

The Reinforced Earth Company
9025 East Kenyon Ave. Suite 200

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Denver, CO 80237
(303) 790-1481
FAX (303) 790-1461
www.reinforcedearth.com

Submittals

Section 6-13.3(2) is supplemented with the following:

(January 3, 2011)
Structural Earth Wall Geotechnical Design Parameters

See soil and wall parameters for GRS-IBS design table on Sheet S1.0 – Bridge General Notes, Typical Section.

Precast Concrete Facing Panel and Concrete Block Fabrication

Section 6-13.3(4) is supplemented with the following:

Specific Fabrication Requirements for Precast Concrete Panel Faced Structural Earth Walls

Precast concrete facing panels shall use Fitzgerald Formliners product 16985 – Indiana River Rock.

Geosynthetic Retaining Walls

Materials

Geosynthetic Properties For Retaining Walls and Reinforced Slopes

Section 9-33.2(2) is supplemented with the following:

(August 7, 2006)
Geosynthetic Properties For Temporary Geosynthetic Retaining Walls

Wide strip geosynthetic strengths provided in Table 10 are minimum average roll values. The average test results for any sampled roll in a lot shall meet or exceed the values shown in the table. These wide strip strength requirements apply only in the geosynthetic direction perpendicular to the wall face. The test procedures specified in the table are in conformance with the most recently approved ASTM geosynthetic test procedures, except for geosynthetic sampling and specimen conditioning, which are in accordance with WSDOT Test Methods 914 and 915, respectively.

Table 10: Wide strip tensile strength required for the geosynthetic reinforcement used in geosynthetic retaining walls. See S1.0 for more information.

Wall Location	Vertical Spacing of Reinforcement Layers	Minimum Tensile Strength Based on ASTM D4595 for Geotextiles and ASTM D6637 for Geogrids
*** Abutment Wall ***	*** 8 in ***	*** 16,500 lb/ft ***
*** Backwall ***	*** 12 in ***	*** 16,500 lb/ft ***

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**Division 7
Drainage Structures, Storm Sewers, Sanitary
Sewers, Water Mains, and Conduits**

Water Mains

Description

Section 7-09.1 is supplemented with the following:

This work shall include installation of water mains within the roadway prism and on the proposed bridge structure including the installation of hangers, couplers, saddles, and modular insulation system.

Materials

Section 7-09.2 is supplemented with the following:

Insulation

Insulation, hangers, couplers, pipe saddles, and appurtenances supplied for the project shall be manufactured by the following entities as the basis of design:

Dragon Jacket Insulation Type S1
Contact: Jeff Reynolds
14080 Thayer St
Rathdrum, ID 83858
Mobile: (509) 879-9699
Email: Jeff@dragon
Website: www.dragonjacket.com

Pipe Insulation and Hangers:

Pipe insulation is required to be 2-inch modular and removable system with a polyisocyanurate foam core, polyurea coated jacketing, and stainless-steel bands. Pipe saddles shall be both through and insulated.

Pipe insulation shall be Battleship Gray in color.

Polyisocyanurate Foam Core

- 1 • Density: 2.0 lb/ft³
- 2 • R-value: 6.25 Btu/hr-ft²-F-in
- 3 • Thermal Conductivity: 0.174 Btu-in/hr-ft²-F
- 4 • Compressive Strength: 25 psi

6 Polyurea Coating

- 8 • Tensile Strength: >4,000 psi
 - 9 ○ ASTM D 638
- 10 • Elongation: >300%
 - 11 ○ ASTM D 638
- 12 • Hardness (Shore D): 57
- 13 • Modulus @ 100% Elongation: 1,700 psi
 - 14 ○ ASTM D 412
- 15 • Modulus @ 200% Elongation: 2,800 psi
 - 16 ○ ASTM D 412
- 17 • Tear Resistance: -109 to 400 °F
- 18 • Abrasion Resistance: 1.0 mg lost
 - 19 ○ 1 kg. 1,000 rev. CS-17 wheel

22 **Acceptable Manufacturers**

23 Alternate products or manufacturers may be used, provided they have products in service
24 for applications similar in scope and function to this project that meet or exceed all the
25 performance requirements of this specification.

26
27 Alternate manufacturers shall provide no less than five (5) references for projects similar
28 scope and function and which have been in service for no less than one (1) year, which
29 shall include the following:

- 30
- 31 • Detailed project description and location
- 32 • Completion Date
- 33 • Name and address of owner

34
35 Alternate manufacturers must submit all documentation (references, spec sheets, etc.)
36 and one (1) physical sample for each product requested for approval no less than ten
37 (10) days prior to bid. Alternate manufacturers shall be approved, in writing, and
38 exclusively by the Engineer.

39
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41 (*****)

43 **Valves for Water Mains**

45 **Materials**

46
47 Section 7-12.2 is supplemented with the following:
48

1 Gate Valves, 2 inch to 16 inch: The design, materials, and workmanship of all gate valves
2 shall be Ductile Iron Body resilient wedge valves conforming to AWWA C515 latest
3 revision. Gate valves shall be resilient wedge non-rising stem (NRS) with two internal O-
4 ring stem seals. Valves 16 inch or larger may require a 90 degree operator. Gate valves
5 shall be Mueller, M & H, Kennedy, EJ Flowmaster, Clow, Waterous Series 2500 or
6 American AVK.

7

8

9 (*****)

10

11 **Sanitary Sewers**

12

13 **Description**

14

15 Section 7-17.1 is supplemented with the following:

16

17 This work shall include installation of sewer force mains within the roadway prism and on
18 the proposed bridge structure including the installation of hangers, couplers, saddles, and
19 modular insulation system.

20

21 **Materials**

22

23 Section 7-17.2 is supplemented with the following:

24

25 High-Density Polyethylene (HDPE) Pipe 9-05.23

26

27 PVC Ball Valves – 2” and smaller PVC ball valves shall be Schedule 80 PVC or Poly true
28 union valves with red handle. Cepex, Spears, KBI or approved equal. Valves shall be
29 threaded FIPT x FIPT Style.

30

31 Valves shall be bolted to tees and the crosses with flanged ends. Joint materials for
32 flanges shall be 1/8 inch thick one piece, cloth inserted rubber gaskets conforming to
33 AWWA C107-78, rated for sewer service. Bolts, nuts, and hardware for all flanged and
34 mechanical joints in the wetwell and valve vault shall be 316 stainless steel only, meeting
35 the current provisions of American National Standard ANSI/AWWA C111/A 21.11 for
36 rubber gasket joints for cast iron, ductile iron pipe fittings, or approved equal.

37

38 Valve boxes shall be EJ Ironworks or Olympic Foundry VB-950, 6-3/4 inch OD or
39 approved equal.

40

41 **Insulation**

42 Insulation, hangers, couplers, pipe saddles, and appurtenances supplied for the project
43 shall be manufactured by the following entities as the basis of design:

44

45 Dragon Jacket Insulation Type S1

46 Contact: Jeff Reynolds

47 14080 Thayer St

48 Rathdrum, ID 83858

49 Mobile: (509) 879-9699

50 Email: Jeff@dragon

51 Website: www.dragonjacket.com

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Pipe Insulation and Hangers:

Pipe insulation is required to be 2-inch modular and removable system with a polyisocyanurate foam core, polyurea coated jacketing, and stainless-steel bands. Pipe saddles shall be both through and insulated.

Pipe insulation shall be Battleship Gray in color.

Polyisocyanurate Foam Core

- Density: 2.0 lb/ft³
- R-value: 6.25 Btu/hr-ft²-F-in
- Thermal Conductivity: 0.174 Btu-in/hr-ft²-F
- Compressive Strength: 25 psi

Polyurea Coating

- Tensile Strength: >4,000 psi
 - ASTM D 638
- Elongation: >300%
 - ASTM D 638
- Hardness (Shore D): 57
- Modulus @ 100% Elongation: 1,700 psi
 - ASTM D 412
- Modulus @ 200% Elongation: 2,800 psi
 - ASTM D 412
- Tear Resistance: -109 to 400 °F
- Abrasion Resistance: 1.0 mg lost
 - 1 kg. 1,000 rev. CS-17 wheel

Acceptable Manufacturers

Alternate products or manufacturers may be used, provided they have products in service for applications similar in scope and function to this project that meet or exceed all the performance requirements of this specification.

Alternate manufacturers shall provide no less than five (5) references for projects similar scope and function and which have been in service for no less than one (1) year, which shall include the following:

- Detailed project description and location
- Completion Date
- Name and address of owner

Alternate manufacturers must submit all documentation (references, spec sheets, etc.) and one (1) physical sample for each product requested for approval no less than ten (10) days prior to bid. Alternate manufacturers shall be approved, in writing, and exclusively by the Engineer.

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7-20 TEMPORARY UTILITY RELOCATION

7-20.1 Description

This Work shall cover all design, materials, installation, maintenance, and coordination of a temporary utility connections at all times during construction. It includes all excavation, fill, potholing, connections to existing utilities, conduits and pipe for utilities, testing, etc. to provide functional water/sewer. The Contractor shall construct the temporary utility connections in accordance with all environmental regulations and permits, including those specified in Sections 1-07.5 and 1-07.6.

7-20.2 Materials

Materials shall be as noted on the plans, or any substitute materials must be in accordance with the WSDOT Standard Plans or on the WSDOT QPL.

The Contractor shall furnish and install temporary:

- HDPE pipe 3-inch diam. for sanitary sewer force main.
- HDPE pipe 8-inch diam. for domestic/potable water.

7-20.3 Construction Requirements

Submit Type 2E working drawings showing the final layout of the temporary utilities, including horizontal layout, connection points, material types, testing locations, etc.

Division 8 Miscellaneous Construction

Roadside Restoration

Description

Section 8-02.1 is supplemented with the following:

This project requires a one year plant establishment plan.

Plant Establishment

Delete the first sentence in the second paragraph of Section 8-02.3(13) and replace with the following:

When the Work includes planting, the Contract shall include one year of plant establishment Work.

1 (*****)

2

3 **Guardrail**

4

5 **Description**

6

7 Section 8-11.1 is supplemented with the following:

8

9 This work shall consist of applying an aesthetic treatment (reactive coloring agent) to
10 galvanized beam guardrail, galvanized guardrail posts, terminal ends and associated
11 hardware that provides a “non-reflective” and “earth” tone colored finish (dark brown) that
12 visually blends with the natural environment. The work will include installation of Type 31
13 Guardrail, connectors, transitions, posts, aesthetic treatment, and any removal or
14 replacement of existing guardrail.

15

16 **Materials**

17

18 Section 8-11.2 is supplemented with the following:

19

20 ***Reactive Coloring Agent***

21 The reactive coloring agent shall consist of a stable, “non-reflective” “earth” tone (dark
22 brown) colored finish on the surface of the galvanized materials. The reactive coloring
23 agent shall only utilize oxidizers, metals, metal salts, and/or other trace elements applied
24 directly to the galvanized surfaces to obtain the desired color. The chemical components
25 of the reactive coloring agent shall have no adverse reactions or effects on soils, plants,
26 or animals and shall not contain corrosive by-products once the product has been applied.
27 Only nitrate fertilizer products are permitted to be present as soluble residues.

28

29 The reactive coloring agent shall be provided by either the following manufacturer or an
30 accepted equal:

31

32 NATINA manufactured by Natina Products, LLC
33 1577 First Street
34 Coachella, CA 92236
35 Telephone: (877) 762-8462
36 www.natinaproducts.com

37

38 **Construction Requirements**

39

40 Section 8-11.3 is supplemented with the following:

41

42 Aesthetic treatments to the galvanized W-beam guardrail, galvanized guardrail posts,
43 galvanized guardrail terminals, and associated galvanized hardware shall be performed
44 using a reactive coloring agent. The Contractor shall apply reactive coloring agent to all
45 galvanized steel rail, posts, other galvanized steel parts, and impact head components of
46 the beam guardrail as specified in the Plans. Confirm that the manufacturer of proprietary
47 guardrail terminals allows the use of reactive coloring agents prior to applying them.

48

49 Only the top 30 inches on any guardrail post length to be exposed above ground shall
50 receive aesthetic treatment.

51

1 The color of the finish coat shall be a dark brown. The Contractor shall furnish a one-foot
2 minimum length test section of galvanized W-beam guardrail treated with the proposed
3 aesthetic treatment product to the Engineer for acceptance. The test section shall be
4 prepared in accordance with the manufacturer's instructions.

5
6 The Engineer will provide acceptance in writing accepting the color of the test section
7 prior to acceptance of any permanently incorporated material into the project.
8
9

10 **Reactive Coloring Agent**

11 Application of the reactive coloring agent to galvanized surfaces shall be in accordance
12 with the following:
13

14 The reactive coloring agent shall be applied using the same methods used for the
15 accepted test section. The treated material shall develop full coloration within two weeks
16 of application and achieve a color consistent with the color of the authorized test section.
17

18 The Contractor shall apply the reactive coloring agent prior to delivering the steel
19 components to the project site. The reactive coloring agent manufacturer or the
20 manufacturer's authorized application contractor shall apply the reactive coloring agent
21 for both the test section and production applications. Application of the reactive coloring
22 agent shall fully coat the galvanized steel in accordance with the manufacturer's written
23 instructions and achieve the accepted surface color. Once the reactive coloring agent is
24 applied, the Contractor shall protect the steel pieces from abrasion that would remove the
25 brown color.
26

27 After the various guardrail components have been installed, the Contractor shall apply
28 the reactive coloring agent to any steel products that did not receive adequate coloring,
29 or where the color was removed during the shipment or the construction process. This
30 remedial action shall coat the affected area. Any reactive coloring agent applied in the
31 field shall be cured according to manufacturer's specifications, and shall be applied while
32 protecting soil, plants, and surrounding natural surfaces.
33

34 (*****)
35

36 **Cement Concrete Sidewalks**

37 **Description**

38
39
40 Section 8-14.1 is supplemented with the following:
41

42 All concrete shall be Class 4000. This work shall include the installation of concrete
43 sidewalk and #4 rebar reinforcement as specified in the plans.
44

45 **Construction Requirements**

46
47 Delete Section 8-14.3 and replace with the following:
48

49 The concrete in the sidewalks shall be air entrained concrete Class 4000 in accordance
50 with requirements of Section 6-02.
51
52

1 (*****)

2

3 **Permanent Signing**

4

5 **Description**

6

7 Section 8-21.1 is supplemented with the following:

8

9 This work shall include installation of the new park entry sign and foundation.

10

11 **Temporary Stream Diversion**

12

13 **Construction Requirements**

14

15 ***General***

16

17 **General TSD Requirements**

18

19 Section 8-31.3(1)A is supplemented with the following:

20

21 **(October 3, 2022)**

22 **Minimum Stream Flows**

23

24 At all times of operation, the Contractor's temporary stream diversion shall be
25 designed to convey the following minimum flow rate of water in cubic feet per
26 second:

26

27 *** 2.5 cfs ***

28

29 **(October 3, 2022)**

30 **Minimum Stream Flows (Contingency System)**

31

32 A Contingency System is required for this Project. The Contractor's contingency
33 system shall be designed to convey the following minimum flow rate of water in
34 cubic feet per second:

34

35 *** 4.5 cfs ***

36

37

38 **Division 9**

39

40 **Materials**

41

42 **Erosion Control and Roadside Planting**

43

44 (*****)

45 **Topsoil**

46

47 **Topsoil Type A**

48

49 Delete the first paragraph in Section 9-14.2(1) and replace with the following:

50

1 Topsoil Type A shall be an imported soil consisting of naturally occuing surface sandy
2 loam as is commercially available. The topsoil shall be free of wood chips, shavings,
3 chicken manures, compost, peat moss, and sawdust unless documented as aged for at
4 least one year. Topsoil shall have a pH range of 5.5 to 7.0 and a loss due to ignition of
5 3%-15% by weight.
6

7 The topsoil shall meet the following gradation:

Sieve Size	Percentage Passing
1" square	100
¼" square	80 - 100
U.S. No. 30	40 - 60
U.S. No. 200	15 – 25
Clay	5 – 15

All percentages are by weight.

8
9 At least one week prior to the intended date of use, the contractor shall submit to the
10 Engineer an independent soils lab analysis documenting compliance with these
11 specifications. At that same time, the Contractor shall supply a 5 lb. bag sample of Topsoil
12 Type A clearly marked and dated from the product's source. Failure of samples to meet
13 the specifications may result in the suspension of related work and rejection of topsoil or
14 a portion thereof as determined by the Engineer.
15

16 **(November 20,2023)**
17 **Standard Plans**

18 The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-
19 01, effective October 23, 2023, is made a part of this contract.
20

21 The Standard Plans are revised as follows:
22

23 A-10.30

24 RISER RING detail (Including SECTION view and RISER RING DIMENSIONS table):
25 The RISER RING detail is deleted from the plan.
26

27 INSTALLATION detail, SECTION A: The "1/4"" callout is revised to read "+/- 1/4" (SEE
28 CONTRACT ~ Note: The + 1/4" installation is shown in the Section A view)"
29

30 A-40.20

31 Sheet 1, NOTES 1, 2, 3, and 4 are replaced with the following:

- 32 1. Use the ½ inch joint details for bridges with expansion length less than 100
33 feet and for bridges with L type abutments. Use the 1 inch joint details for
34 other applications.
- 35 2. Use detail 5, 6, 7 on steel trusses and timber bridges with concrete bridge
36 deck panels.
- 37 3. For details 1, 2, 3, and 4, the item "HMA Joint Seal at Bridge End" shall be
38 used for payment. For details 5 and 6, the item "HMA Joint Seal at Bridge
39 Deck Panel Joint" shall be used for payment. For detail 7, the item "Clean
40 and Seal Bridge Deck Panel Joint" shall be used for payment.

1 Sheet 2, Detail 8 reference to “6-09.3(6)” is revised to read “6-21.3(7)”.

2

3 A-60.40

4 Note 2 reference to “6-09.3(6)” is revised to read “6-21.3(7)”.

5

6 B-90.40

7 Valve Detail – DELETED

8

9 D-3.10

10 Sheet 1, Typical Section, callout – “FOR WALLS WITH SINGLE SLOPE TRAFFIC

11 BARRIER. USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-

12 3.15” is revised to read; “FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER, SEE

13 CONTRACT PLANS”

14 Sheet 1, Typical Section, callout – “FOR WALLS WITH F-SHAPE TRAFFIC BARRIER.

15 USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.16” is revised

16 to read; “FOR WALLS WITH F-SHAPE TRAFFIC BARRIER, SEE CONTRACT PLANS”

17

18 D-3.11

19 Sheet 1, Typical Section, callout – “”B” BRIDGE APPROACH SLAB (SEE BRIDGE

20 PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE STANDARD

21 PLANS D-3.15 OR D-3.16” is revised to read; ”B” BRIDGE APPROACH SLAB OR

22 MOMENT SLAB (SEE CONTRACT PLANS)

23 Sheet 1, Typical Section, callout – “TYPICAL BARRIER ON BRIDGE APPROACH SLAB

24 (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE

25 STANDARD PLANS D-3.15 OR D-3.16” is revised to read; “TYPICAL BARRIER ON

26 BRIDGE APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)

27

28 D-10.10

29 Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic

30 barriers attached on top of the wall are considered non-standard and shall be designed

31 in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions

32 stated in the 11/3/15 Bridge Design memorandum.

33

34 D-10.15

35 Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic

36 barriers attached on top of the wall are considered non-standard and shall be designed

37 in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15

38 Bridge Design memorandum.

39

40 D-10.30

41 Wall Type 5 may be used in all cases.

42

43 D-10.35

44 Wall Type 6 may be used in all cases.

45

46 D-10.40

47 Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic

48 barriers attached on top of the wall are considered non-standard and shall be designed

49 in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15

50 Bridge Design memorandum.

51

52 D-10.45

1 Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic
2 barriers attached on top of the wall are considered non-standard and shall be designed
3 in accordance with the current WSDOT BDM and the revisions stated in the revisions
4 stated in the 11/3/15 Bridge Design memorandum.
5
6 F-10.18
7 Note 2, "Region Traffic engineer approval is needed to install a truck apron lower than 3".
8 - DELETED
9
10 J-10.10
11 Sheet 4 of 6, "Foundation Size Reference Table", PAD WIDTH column, Type 33xD=6' –
12 3" is revised to read: 7' – 3". Type 342LX / NEMA P44=5' – 10" is revised to read: 6' – 10"
13 Sheet 5 of 6, Plan View, "FOR EXAMPLE PAD SHOWN HERE:, "first bullet" item, "-
14 SPACE BETWEEN TYPE B MOD. CABINET AND 33x CABINET IS 6" (IN)" IS REVISED
15 TO READ: "SPACE BETWEEN TYPE B MOD. CABINET (BACK OF ALL CHANNEL
16 STEEL) AND 33x CABINET IS 6" (IN) (CHANNEL STEEL ADDS ABOUT 5" (IN)"
17
18 J-10.16
19 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14
20
21 J-10.17
22 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14
23
24 J-10.18
25 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14
26
27 J-20.26
28 Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton
29 post."
30
31 J-20.16
32 View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE
33
34 J-21.10
35 Sheet 1 of 2, Elevation View, Round Concrete Foundation Detail, callout – "ANCHOR
36 BOLTS ~ ¾" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS
37 REVISED TO READ: "ANCHOR BOLTS ~ ¾" (IN) x 30" (IN) FULL THREAD ~ FOUR
38 REQ'D. PER ASSEMBLY"
39 Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top
40 of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR Delete "(TYP.)"
41 from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation
42 to find 2 # 4 reinf. Bar.
43 Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top
44 of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from
45 the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find
46 1 # 4 reinf. Bar.
47 Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top
48 of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from
49 the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find
50 2 # 4 reinf. Bar.
51 Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top
52 of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from

1 the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find
2 1 # 4 reinf. Bar.
3 Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping
4 Bolts (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam.
5 Torque Clamping Bolts (see Note 1)"
6 Detail F, callout, "3/4" (IN) x 2' - 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is
7 revised to read; "3/4" (IN) x 2' - 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"
8
9 J-21.15
10 Partial View, callout, was - LOCK NIPPLE ~ 1 1/2" DIAM., is revised to read; CHASE
11 NIPPLE ~ 1 1/2" (IN) DIAM.
12
13 J-21.16
14 Detail A, callout, was - LOCKNIPPLE, is revised to read; CHASE NIPPLE
15
16 J-22.15
17 Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0"
18 (2x) Detail A, callout, was - LOCK NIPPLE ~ 1 1/2" DIAM. is revised to read; CHASE
19 NIPPLE ~ 1 1/2" (IN) DIAM.
20
21 J-40.10
22 Sheet 2 of 2, Detail F, callout, "12 - 13 x 1 1/2" S.S. PENTA HEAD BOLT AND 12" S. S.
23 FLAT WASHER" is revised to read; "12 - 13 x 1 1/2" S.S. PENTA HEAD BOLT AND 1/2"
24 (IN) S. S. FLAT WASHER"
25
26 J-40.36
27 Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is
28 revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and
29 Pickled) for the cover."
30
31 J-40.37
32 Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is
33 revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and
34 Pickled) for the cover."
35
36 J-75.20
37 Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN) Stainless Steel
38 Bands", add the following to the end of the note: "Alternate: Stainless steel cable with
39 stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel
40 bands and associated hardware."
41
42 J-75.55
43 Notes, Note A1, Revise reference, was - G-90.29, should be - G-90.20.
44
45 L-5.10
46 Sheet 1, General Note 8, third sentence - was; "For traffic barrier having no deflection
47 distance, the fence shall be placed a minimum horizontal distance of 3' - 6' as measured
48 form the top front face of the barrier." Is revised to read; "For traffic barrier having no
49 deflection distance, the fence shall be placed a minimum horizontal distance of 2' - 6" as
50 measured form the top front face of the barrier."
51

1 Sheet 2, Reinforcing Steel Bending Diagram, (mark) B detail, callout – “128 deg.” is
 2 revised to read: “123 deg.”, callout – “51 deg.” is revised to read: “57 deg.”
 3
 4 M-40.10
 5 Guide Post Type ~ Reflective Sheeting Applications Table, remove reference - “(SEE
 6 NOTE 5)”
 7
 8 The following are the Standard Plan numbers applicable at the time this project was
 9 advertised. The date shown with each plan number is the publication approval date
 10 shown in the lower right-hand corner of that plan. Standard Plans showing different dates
 11 shall not be used in this contract.
 12

A-10.10-00..... 8/7/07 A-30.35-00.....10/12/07 A-50.10-01 8/17/21
 A-10.20-00.....10/5/07 A-40.00-01.....7/6/22 A-50.40-01 8/17/21
 A-10.30-00.....10/5/07 A-40.10-04.....7/31/19 A-60.10-03 12/23/14
 A-20.10-00.....8/31/07 A-40.15-00..... 8/11/09 A-60.20-03 12/23/14
 A-30.10-00..... 11/8/07 A-40.20-04..... 1/18/17 A-60.30-01 6/28/18
 A-30.30-01..... 6/16/11 A-40.50-03..... 9/12/23 A-60.40-00 8/31/07

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 B-5.20-03..... 9/9/20 B-30.50-03 2/27/18 B-75.20-03 8/17/21
 B-5.40-02.....1/26/17 B-30.60-00 9/9/20 B-75.50-02 3/15/22
 B-5.60-02.....1/26/17 B-30.40-03 2/27/18 B-70.60-01 1/26/17
 B-10.20-03.....8/23/23 B-30.70-04 2/27/18 B-75.60-00 6/8/06
 B-10.40-02.....8/17/21 B-30.80-01 2/27/18 B-80.20-00 6/8/06
 B-10.70-03.....8/23/23 B-30.90-02 1/26/17 B-80.40-00 6/1/06
 B-15.20-01..... 2/7/12 B-35.20-00 6/8/06 B-85.10-01 6/10/08
 B-15.40-01..... 2/7/12 B-35.40-01 8/23/23 B-85.20-00 6/1/06
 B-15.60-02.....1/26/17 B-40.20-00 6/1/06 B-85.30-00 6/1/06
 B-20.20-02.....3/16/12 B-40.40-02 1/26/17 B-85.40-00 6/8/06
 B-20.40-04.....2/27/18 B-45.20-01 7/11/17 B-85.50-01 6/10/08
 B-20.60-03.....3/15/12 B-45.40-01 7/21/17 B-90.10-00
 6/8/06
 B-25.20-02.....2/27/18 B-50.20-00 6/1/06 B-90.20-00 6/8/06
 B-25.60-03.....8/23/23 B-55.20-03 8/17/21 B-90.30-00 6/8/06
 B-30.05-00..... 9/9/20 B-60.20-02 9/9/20 B-90.40-01 1/26/17
 B-30.10-03.....2/27/18 B-60.40-01 2/27/18 B-90.50-00 6/8/06
 B-30.15-00.....2/27/18 B-65.20-01 4/26/12 B-95.20-02 8/17/21
 B-30.20-04.....2/27/18 B-65.40-00 6/1/06 B-95.40-01 6/28/18
 B-30.30-03.....2/27/18 B-70.20-01 3/15/22

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 C-1..... 9/8/22 C-22.40-10 10/16/23 C-60.70-01 9/8/22
 C-1b.....10/12/23 C-22.45-06 9/8/22 C-60.80-01 9/8/22
 C-1d.....10/31/03 C-23.70-01 10/16/23 C-70.15-00 8/17/21
 C-2c..... 8/12/19 C.24.10-04 10/16/23 C-70.10-04 10/16/23
 C-4f..... 8/12/19 C-24.15-00 3/15/22 C-75.10-02 9/16/20
 C-6a..... 9/8/22 C-25.20-07 8/20/21 C-75.20-03 8/20/21
 C-7..... 9/8/22 C-25.22-06 8/20/21 C-75.30-03 8/20/21
 C-7a..... 9/8/22 C-25.26-05 8/20/21 C-80.10-03 10/16/23
 C-20.10-09.....10/12/23 C-25.30-01 8/20/21 C-80.20-01 6/11/14
 C-20.14-05..... 9/8/22 C-25.80-05 8/12/19 C-80.30-02 8/20/21
 C-20.15-03.....10/12/23 C-60.10-03 10/16/23 C-80.40-01 6/11/14
 C-20.18-04..... 9/8/22 C-60.15-00 8/17/21 C-85.10-00 4/8/12

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	C-20.41-04.....8/22/22	C-60.30-01 8/17/21	C-85.15-03..... 10/17/23
	C-20.42-06.....10/12/23	C-60.40-00 8/17/21	C-85-18-03..... 9/8/22
	C-20.43-00.....8/22/22	C-60.45-00 8/17/21	C-81.10-00 9/12/23
	C-20.45.03..... 9/8/22	C-60.50-00 8/17/21	C-81.15-00 9/12/23
	C-22.16-08.....10/17/23	C-60.60-00 8/17/21	
1	D-2.36-03..... 6/11/14	D-3.11-03 6/11/14	D-10.25-01 8/7/19
	D-2.46-02.....8/13/21	D-4 12/11/98	D-10.30-00 7/8/08
	D-2.84-00..... 11/10/05	D-6 6/19/98	D-10.35-00 7/8/08
	D-2.92-01.....4/26/22	D-10.10-01 12/2/08	D-10.40-01 12/2/08
	D-3.09-00.....5/17/12	D-10.15-01 12/2/08	D-10.45-01 12/2/08
	D-3.10-01.....5/29/13	D-10.20-01 8/7/19	D-20.10-00 10/9/23
2	E-1 2/21/07	E-4 8/27/03	E-20.10-00 9/12/23
	E-2 5/29/98	E-4a 8/27/03	E-20.20-00 10/4/23
3	F-10.12-04 9/24/20	F-10.62-02..... 4/22/14	F-40.15-04 9/25/20
	F-10.16-00 12/20/06	F-10.64-03..... 4/22/14	F-40.16-03 6/29/16
	F-10.18-03 3/28/22	F-30.10-04..... 9/25/20	F-45.10-04 10/16/23
	F-10.40-04 9/24/20	F-40.12-03..... 6/29/16	F-80.10-04 7/15/16
	F-10.42-00 1/23/07	F-40.14-03..... 6/29/16	
4	G-10.10-00 9/20/07	G-24.50-05 8/7/19	G-90.10-03.....
	G-20.10-03 8/20/21	G-24.60-05 6/28/18 7/11/17
	G-22.10-04 6/28/18	G-25.10-05 9/16/20	G-90.20-05.....
	G-24.10-00 11/8/07	G-26.10-00..... 7/11/17
	G-24.20-01 2/7/12 7/31/19	G-90.30-04.....
	G-24.30-02 6/28/18	G-30.10-04 6/23/15 7/11/17
	G-24.40-07 6/28/18	G-50.10-03 6/28/18	G-95.10-02..... 6/28/18
			G-95.20-03..... 6/28/18
			G-95.30-03..... 6/28/18
5	H-10.10-00..... 7/3/08	H-32.10-00 9/20/07	H-70.10-02 8/17/21
	H-10.15-00..... 7/3/08	H-60.10-01 7/3/08	H-70.20-02 8/17/21
	H-30.10-00.....10/12/07	H-60.20-01 7/3/08	
6	I-10.10-01 8/11/09	I-30.20-00..... 9/20/07	I-40.20-00..... 9/20/07
	I-30.10-02 3/22/13	I-30.30-02..... 6/12/19	I-50.20-02..... 7/6/22
	I-30.15-02 3/22/13	I-30.40-02..... 6/12/19	I-60.10-01..... 6/10/13
	I-30.16-01 7/11/19	I-30.60-02..... 6/12/19	I-60.20-01..... 6/10/13
	I-30.17-01 6/12/19	I-40.10-00..... 9/20/07	I-80.10-02..... 7/15/16
7	J-05.50-00 8/30/22	J-26.20-01 6/28/18	J-50.10-01 7/31/19
	J-10 7/18/97	J-27.10-01 7/21/16	J-50.11-02 7/31/19
	J-10.10-04 9/16/20	J-27.15-00 3/15/12	J-50.12-02..... 8/7/19
	J-10.12-00 9/16/20	J-28.01-00 8/30/22	J-50.13-01 8/30/22
	J-10.14-00 9/16/20	J-28.10-02 8/7/19	J-50.15-01 7/21/17
	J-10.15-01 6/11/14	J-28.22-00 8/07/07	J-50.16-01 3/22/13
	J-10.16-02 8/18/21	J-28.24-02 9/16/20	J-50.18-00..... 8/7/19

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	J-10.18-028/18/21	J-28.30-03 6/11/14	J-50.20-00..... 6/3/11
	J-10.20-048/18/21	J-28.40-02 6/11/14	J-50.25-00..... 6/3/11
	J-10.21-028/18/21	J-28.42-01 6/11/14	J-50.30-00..... 6/3/11
	J-10.22-0310/4/23	J-28.43-01 6/28/18	J-60.05-01 7/21/16
	J-10.25-00 7/11/17	J-28.45-03 7/21/16	J-60.11-00 5/20/13
	J-10.26-00 8/30/22	J-28.50-03 7/21/16	J-60.12-00 5/20/13
	J-12.15-00 6/28/18	J-28.60-03 8/27/21	J-60.13-00 6/16/10
	J-12.16-00 6/28/18	J-28.70-04 8/30/22	J-60.14-01 7/31/19
	J-15.10-01 6/11/14	J-29.10-02 8/26/22	J-75.10-02 7/10/15
	J-15.15-02 7/10/15	J-29.15-01 7/21/16	J-75.20-01 7/10/15
	J-20.01-00 8/30/22	J-29.16-02 7/21/16	J-75.30-02 7/10/15
	J-20.10-05 10/4/23	J-30.10-01 8/26/22	J-75.50-00 8/30/22
	J-20.11-03 7/31/19	J-40.01-00 8/30/22	J-75.55-00 8/30/22
	J-20.15-03 6/30/14	J-40.05-00 7/21/16	J-80.05-00 8/30/22
	J-20.16-02 6/30/14	J-40.10-04 4/28/16	J-80.10-01 8/18/21
	J-20.20-02 5/20/13	J-40.20-03 4/28/16	J-80.12-00 8/18/21
	J-20.26-01 7/12/12	J-40.30-04 4/28/16	J-80.15-00 6/28/18
	J-21.10-04 6/30/14	J-40.35-01 5/29/13	J-81.10-02 8/18/21
	J-21.15-01 6/10/13	J-40.36-02 7/21/17	J-81.12-00 9/3/21
	J-21.16-01 6/10/13	J-40.37-02 7/21/17	J-84.05-00 8/30/22
	J-21.17-01 6/10/13	J-40.38-01 5/20/13	J-86.10-00 6/28/18
	J-21.20-01 6/10/13	J-40.39-00 5/20/13	J-90.10-03 6/28/18
	J-22.15-02 7/10/15	J-40.40-02 7/31/19	J-90.20-03 6/28/18
	J-22.16-03 7/10/15	J-45.36-00 7/21/17	J-90.21-02 6/28/18
	J-26.10-03 7/21/16	J-50.05-00 7/21/17	J-90.50-00 6/28/18
	J-26.15-01 5/17/12		
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	K-70.20-01 6/1/16	K-80.32-00 8/17/21	K-80.35-01 9/16/20
	K-80.10-02 9/25/20	K-80.34-00 8/17/21	K-80.37-01 9/16/20
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	L-5.10-01 7/17/23	L-20.10-03 7/14/15	L-40.20-02 6/21/12
	L-5.15-00 9/19/22	L-30.10-02 6/11/14	L-70.10-01 5/21/08
	L-10.10-02 6/21/12	L-40.15-01 6/16/11	L-70.20-01 5/21/08
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	M-1.20-04 9/25/20	M-9.60-00 2/10/09	M-24.66-00 7/11/17
	M-1.40-03 9/25/20	M-11.10-04 8/2/22	M-40.10-04 10/17/23
	M-1.60-03 9/25/20	M-12.10-03 8/2/22	M-40.20-00 10/12/07
	M-1.80-03 6/3/11	M-15.10-02 7/17/23	M-40.30-01 7/11/17
	M-2.20-03 7/10/15	M-17.10-02 7/3/08	M-40.40-00 9/20/07
	M-2.21-00 7/10/15	M-20.10-04 8/2/22	M-40.50-00 9/20/07
	M-3.10-04 9/25/20	M-20.20-02 4/20/15	M-40.60-00 9/20/07
	M-3.20-04 8/2/22	M-20.30-04 2/29/16	M-60.10-01 6/3/11
	M-3.30-04 9/25/20	M-20.40-03 6/24/14	M-60.20-03 8/17/21
	M-3.40-04 9/25/20	M-20.50-02 6/3/11	M-65.10-03 8/17/21
	M-3.50-03 9/25/20	M-24.20-02 4/20/15	M-80.10-01 6/3/11
	M-5.10-03 9/25/20	M-24.40-02 4/20/15	M-80.20-00 6/10/08
	M-7.50-01 1/30/07	M-24.60-04 6/24/14	M-80.30-00 6/10/08
	M-9.50-02 6/24/14	M-24.65-00 7/11/17	
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