

CONTRACT DOCUMENTS

W. ASH STREET IMPROVEMENTS

**FOR
THE CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION
OF WASHINGTON**

OAKVILLE, WASHINGTON



April 2023

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PART 2 - TECHNICAL PROVISIONS

The Technical Specification for the Work on this Project is the 2022 edition of the *Standard Specifications for Road, Bridge, and Municipal Construction, M41-10, Washington State Department of Transportation*. All number references in these Technical Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications and Supplemental Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

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CHEHALIS TRIBE ASH STREET IMPROVEMENTS PROJECT
Bid Form

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Mobilization	LS	All Req'd		
2	Erosion Control	LS	All Req'd		
3	Asphalt Pavement Removal	SY	1025		
4	Remove Tree & Roots	EA	2		
5	Remove and Relocate Fence and Gate	LF	367		
6	Salvage Existing Gate (See Plans)	EA	1		
7	Relocate Signs	EA	2		
8	Topsoil Stripping (Assumed 6")	CY	442		
9	Earthwork (Cut) , Including Off-Site Disposal	CY	674		
10	Cement Concrete Traffic Curb	LF	920		
11	Mountable Cement Concrete Traffic Curb	LF	921		
12	Concrete Sidewalk (4" Thick)	SY	473		
13	ADA Parallel Ramp	EA	2		
14	Driveway (Width Varies)	SY	42		
15	Crushed Surfacing Base Course (6" Thick)	TON	658		
16	Crushed Surfacing Top Course (2" and 6" Thick)	TON	71		
17	Asphalt Paving (3" HMA, CL 1/2 IN. PG 64-22)	TON	365		
18	Stormwater Swale (incl. Soil and Seeding)	LF	921		
19	8" Water Main, Including Trench, Backfill, Fitting and Testing	LF	301		
20	6" Water Main, Including Trench, Backfill, Fitting and Testing	LF	43		
21	8" MJ Gate Valve	EA	2		
22	6" MJ Gate Valve	EA	2		
23	Fire Hydrant	EA	3		
24	Hot Tap Connection	EA	2		

Total: _____



CHEHALIS TRIBE CUL DE SAC ACCESS TO TRIBAL HOUSING UNITS
Bid Form

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Mobilization	LS	All Req'd	N/A	N/A
2	Erosion Control	LS	All Req'd	N/A	N/A
3	Remove Existing Fence	LF	40		
4	Topsoil Stripping (6" Depth)	CY	285		
5	Earthwork (Cut) , Including Off-Site Disposal	CY	635		
6	Stormwater Swale (incl. Soil and Seeding)	EA	2		
7	Catch Basin	EA	2		
8	8" PVC Storm Sewer Pipe	LF	68		
9	Mountable Cement Concrete Traffic Curb	LF	602		
10	Crushed Surfacing Base Course (6" Thick)	TON	364		
11	Asphalt Paving (3" HMA, CL 1/2 IN. PG 64-22)	TON	202		
12	Install Stop Sign/ Street Sign	EA	1		

Total:

BIDDER:

The name of the Bidder submitting this Proposal is _____

whose address is _____

Street

City

State

Zip

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principal are as follows:

**IF SOLE PROPRIETOR OR
PARTNERSHIP**

In witness whereof the undersigned has caused this instrument to be executed on this ____ day of _____, 2023.

Signature of Bidder

Signature of Bidder

Signature of Bidder

Title

Title

Title

IF LIMITED LIABILITY COMPANY

In witness hereto and undersigned has set his (its) hand this _____ day of _____, 2023.

Signature of Bidder

Title

IF CORPORATION

In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officer this _____ day of _____ 2023.

(SEAL)

Name of Corporation

By _____

Title _____

Attest _____

Secretary

PERFORMANCE BONDS:

The successful Bidder shall file with the Owner a "Performance Bond" on the forms bound herewith, or forms that are substantially similar. Each in the full amount of the contract price, as The Confederated Tribes of the Chehalis Reservation – Ash Street Project security for the faithful performance of the Contract and payment of all persons supplying labor and materials for the completion of the work, and to cover all guarantees against defective workmanship or materials, Performance Bond shall extend through the warrantee period specified in the Agreement after the date of final acceptance of the work by the Owner. The surety company furnishing these bonds shall have a solid financial standing and a record of service satisfactory to the Owner and shall be authorized to do business in the State of Washington.

The Attorney-in-fact (resident agent) who executes this "Performance Bond" in behalf of the surety company must attach a copy of his/her power-of-attorney as evidence of his/her authority.

A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

SURETY:

If the Bidder is awarded a Contract on this Proposal, the surety who provides the "Performance Bond" will be

whose address is _____

Street	City	State	Zip
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FAILURE TO EXECUTE AGREEMENT:

The Bidder who has a contract awarded to him/her, and who fails to promptly and properly execute the Agreement and furnish the required "Performance Bond", shall forfeit the bid security that accompanied its bid, and the bid security shall be retained as liquidated damages by the Owner, and it is agreed that this said sum is a fair estimate of the amount of damages the Owner will sustain in case the Bidder fails to enter into an Agreement and furnish the bonds as herein before provided. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirements as a bid bond.

ATTACHMENT 3

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certified, further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or area, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such, certification in this file.

Signature

Date

Name and title of signer (please type)

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]

MINIMUM WAGE COMPLIANCE

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not 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.

OFFICIAL AUTHORIZED TO SIGN FOR BIDDER	
“I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct”.	
Signature:	Date:
Print Name and Title:	Location or Place Executed (City, State):

NOTICE OF AWARD

To: _____

PROJECT: Confederated Tribes of the Chehalis Reservation – Ash Street Project

The OWNER has considered the PROPOSAL submitted by you on _____, _____, 2023, for the above described WORK in response to its Request for Bids.

You are hereby notified that your PROPOSAL has been accepted for items in the amount of \$ _____.

You are required by the Instructions To Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS and CERTIFICATES within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your PROPOSAL as abandoned.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.
Dated this _____ day of _____, 2023.

Confederated Tribes of the Chehalis Reservation

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____

this the _____ day of _____, 2023.

By _____

Title _____

Sample

Confederated Tribes of the Chehalis Reservation



CONSTRUCTION CONTRACT

This Contract is made on the 20th day of October 2015, by and between the **Confederated Tribes of the Chehalis Reservation**, hereinafter referred to as “Tribe” and **(Insert name of company), (Type of contractor)**, hereinafter referred to as “Contractor.” This Contract is made for work to be performed for the benefit of the Tribe in order to make the necessary improvements to afford safe, healthy, and sound construction for the Tribe and in compliance with appropriate Tribal and federal provisions.

RECITALS

Contractor, in consideration of the sum indicated on the Contractor’s Proposal, which by this reference is made a part hereof, and in consideration of the other covenants and agreements herein contained, agrees to perform and complete the work herein described:

1. A. Contractor shall accomplish all the work for this project as indicated in the attached Bid **(Name of project)**, which is made a part hereof, which includes the project specifications and are also incorporated as part of this Contract.
 - B. The Scope of Work covered by this Contract shall be completed by **(Name of contractor)**.
 - C. Excusable delays.
Except with respect to failures of subcontractors, the Contractor shall not be considered to have failed in performance of this contract if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such cause may include, but are not restricted to, Acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of the owner, fires, floods, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the failure of a subcontractor to perform, and if such failure arises out of the cause beyond the control of both the Contractor and subcontractor and without the fault or negligence of either of them, the contractor shall not be deemed to have failed in performance of the Contract, unless (a) the supplies or services to be furnished by the subcontractor were obtained from other supplies, and (b) the Contractor shall have failed to comply reasonably with such order. The Contractor shall within 10 days from beginning of such delay notify the Tribe in writing of the causes of the delay. The Tribe shall ascertain the facts and extent of such failure and, if determined that any failure to perform was occasioned by any one or more of the said cause, the delivery schedule shall be revised accordingly.
2. The Tribe shall make payments to the Contractor of a sum not to exceed the total amount of \$ _____. The Tribe shall make payments within 30 days after completion of the work, or

Sample

by a timeline agreed to by both parties and attached and made part of this Contract. The last payment will be made with the approval of work by the Tribal Business Committee. A 5% retainage fee shall be held until all parties, including the Tribal Building Inspector, accept the work as being complete including all punch list items. All warranties and lien waivers and project as-builts as specified must be received prior to final payment.

3. Amendments and work orders to this Contract shall only be made upon written amendments agreed to and executed by the parties.
4. Contractor shall obtain and maintain all required licenses or permits, and meet all requirements of the Tribe, State, and/or Federal laws as applicable for the successful completion of this project. Contractor will provide copies of his Contractor's License, Workers Compensation, Bonding and/or Insurance Certificate.
5. Contractor shall not enter into any subcontracts for any of the work scheduled under this Contract, or assign any right, interest or obligation under this Contract, without obtaining prior written approval of the Tribe.
6. Warranty.

Contractor warrants that all materials used will be new and of good quality unless use of other materials is approved in writing by the Tribe, and that all work will be free of defects in workmanship, and that the work will conform to the conditions of this Contract and the standards in the industry. This warranty is for a period of 12 months following the date the work is approved by the Business Committee. Any warranty claim shall be submitted to Contractor in writing within the 12 month period.
7. Termination Conditions.

In event of contract termination by any of the following provisions, the parties agree to make notification in writing of the reasons for termination and the effective date.

 - A. Termination for Cause.

The Tribe, by written notice of default (including breach of contract) to the Contractor may immediately terminate the whole or any part of this Contract if Contractor failed to perform in the manner called for by this Contract; or fails to provide the services within the time specified herein, or any of the other provisions of this Contract; or fails to pursue the work as to endanger performance of this Contract in accordance with its terms and fails to correct such failures.
 - B. Termination for Bankruptcy or Insolvency.

The Tribe may immediately terminate Contract if Contractor files and is involuntarily declared to be bankrupt or insolvent according to law, or if assignment of Contractor's property shall be made for the benefit of creditors. The Tribe may thereupon remove Contractor and his effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used.
 - C. Termination for convenience.

This Contract may be terminated in whole or in part if the Tribe and Contractor agree that continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The parties will agree upon termination conditions,

Sample

including effective date, and in the case of partial termination, the portions to be terminated.

D. Termination in Event of Damaged or Destroyed Property.

This Contract may be terminated by Contractor if the property is substantially damaged or destroyed by fire, natural disaster or causes other than by deliberate acts or negligence by the Contractor.

8. The rights and remedies of the Tribe provided in Section 7 related to defaults by the Contractor shall not be exclusive and are in addition to any other rights or remedies provided by law or under this Contract.

9. Compensation in Event of Termination.

If Contract is terminated for reasons identified in Section 7 above, the Tribe will compensate the Contractor proportionately for the work that has been satisfactorily completed. The Tribe in accordance with generally accepted standards of the trade will make the determination of satisfactory work.

10. Contractor shall comply with the Copeland “Anti-Kickback” Act (18 USC § 847) as supplemented in Department of Labor Regulations, (29 CFR Part 3) and shall not induce by any means, any person employed by this project, to give up any part of the compensation to which they are otherwise entitled.

11. Contractor Continuously throughout the term of this Agreement, Contractor shall carry and maintain, at Contractor’s expense, general liability, errors and omissions, automobile, property damage, and if applicable, workman’s compensation insurance. Contractor must provide a Certificate of Insurance naming the Tribe as Additional Insured showing the following coverages:

Commercial General Liability Each Occurrence \$1,000,000

General Aggregate \$2,000,000

Products/Completed Operations Aggregate \$2,000,000

Personal Advertising Injury \$1,000,000

Damages to Rented Premises \$50,000

Automobile Liability Including: \$1,000,000

Any Auto

Hired & Non-Owned Autos

Workers’ Compensation:

Statutory Worker’s Compensation insurance as prescribed by applicable law as evidenced by a Certificate of Insurance from State of Washington Department of Labor and Industries during the period of this contract.

WA Stop Gap (Employers Liability)

Per Accident \$1,000,000

Disease \$1,000,000

Each Employee \$1,000,000

12. Contractor shall furnish all necessary machinery, tools, apparatus, equipment, supplies, materials, and labor unless otherwise specified in the Contract documents.

Sample

13. It is expressly understood that the laws of the Tribe and where applicable Federal laws shall govern this Contract.
14. Any litigation necessary to enforce the obligations of either party under this Contract must be brought into the Tribal Court of the Tribe to the extent jurisdiction obtains. Both as to interpretation and performance, the tribal laws of the Tribe shall govern this Contract; in the absence of tribal law, federal law applies. Nothing in this Contract shall be deemed or construed as a waiver of the sovereign immunity of the Tribe or any of its subsidiaries, officers, directors, employees, or representatives.
15. Contractor shall promptly, as due, make payments of all debts, dues, demands and obligations incurred in the performance of this Contract and shall not permit any lien or claim to be filed or prosecuted against the Owner or the Tribe.
16. Contactor hereby agrees to indemnify and hold Tribe harmless from any and all claims, causes of action, losses, damages, and expenses, including attorney's fees, arising out of Contractor's performance of the work.
17. If any provision of this Contract is held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Contract.
18. Contractor must apply for and be issued a Tribal Business License in order to work within the exterior boundaries of the Chehalis Reservation. The fee for the license is \$50.00.
19. For all tribally-owned projects, Contractor and all sub-contractors shall exercise Native Preference and Chehalis Tribal Preference, as described in the Chehalis Tribal Procurement Policies, in hiring staff or engaging subcontractors for the completion of the work. The Tribe's Planning Department shall assist Contractor in exercising this preference by providing copies of relevant policy sections and advising Contractor with regard to hiring or engagement of subcontractors at Contractor's request.
20. Contractor acknowledges that Washington State sales and excise taxes do not apply to the delivery of the goods and/or services described under this Contract to the Chehalis Tribe within the Tribe's jurisdiction, and shall not include any Washington or other State sales or excise tax in the fee charged for performing the work.
21. Contractor shall retain for not less than three years all financial and other records pertinent to this Contract and make such records available to agents of the Tribe and to agents of any federal agency identified by the Tribe or the Comptroller General of the United States, for the purpose of conducting an audit.
22. Nothing in this Contract shall be construed so as to create any relationship of joint venture, partnership, employer/employee, agency, landlord/tenant or any similar relationship between the parties. Contractor is solely responsible for compliance with any laws and regulations applicable to Contractor, and for payment of any self-employment or other taxes that may apply to Contractor's earnings resulting from performance of this Contract.

Sample

23. Contractor shall maintain and enforce adequate policies to ensure that all of Contractor's employees, representatives, agents and subcontractors maintain a drug and alcohol-free working environment while performing the work. The use of drugs or alcohol by Contractor or any of Contractor's employees, agents, or subcontractors while providing services under this Agreement, or the performance of services under this Agreement by such persons while under the influence of drugs or alcohol, shall constitute a material breach of this Agreement. In the event of such a breach, the Chehalis Tribe may terminate this Agreement immediately by giving verbal or written notice to Contractor or to Contractor's senior on-site agent or employee.
24. The Chehalis Tribe maintains the inherent authority to remove and exclude from the territory of the Chehalis Tribe, which includes the Chehalis Reservation and tribal trust lands, any person who is not an enrolled Chehalis tribal member and whose presence in the Tribe's territory may be injurious to the peace, health, or welfare of the Chehalis Tribe. Contractor shall maintain and enforce adequate internal policies and procedures to ensure that neither Contractor nor Contractor's employees, agents, or subcontractors who enter the Tribe's territory pursuant to this Agreement shall have been convicted of a criminal offense consisting of a "sex offense" requiring registration as a "sex offender," or of a "domestic violence offense," as those terms are defined or understood under the laws of the United States, Chehalis tribal law, or the law of any tribe or state. The presence of such a person in the Tribe's territory on Contractor's behalf under this Agreement shall constitute a material breach of this Agreement. In the event of such a breach, the Chehalis Tribe may terminate this Agreement immediately by giving verbal or written notice to Contractor or to Contractor's senior on-site agent or employee. The Chehalis Tribe reserves the right to confirm Contractor's compliance with this provision by conducting a criminal background check of Contractor and any of Contractor's employees, agents, or subcontractors who perform work within the territory of the Chehalis Tribe under this Agreement. Contractor shall comply in a timely manner with the Chehalis Tribe's reasonable request for the personal identifying information of Contractor or Contractor's employees, agents, or subcontractors for the limited purpose of performing a criminal background check to verify Contractor's compliance with this provision.

Confederated Tribes of the Chehalis Reservation

Signed: _____
Amy Loudermilk, Director of Planning

Date: **DATE**

Contractor

Signed: _____
Name: _____

Date: _____

DIVISION 2: EARTHWORK

2-01.2 DISPOSAL OF USEABLE MATERIALS AND DEBRIS

(Special Provision)

Supplement

The Contractor shall dispose of all debris in accordance with Disposal Method No. 2 per Section 2-01.2(2).

2-01.2(2) DISPOSAL METHOD NO. 2 – WASTE SITE

(Special Provision)

Supplement

A designated waste site has been provided for the disposal of excess or excavated materials, at South Bank Road, near the Vosper Community Playground, approximately 1.2 miles from the project site. See Figure 2-01.2(2) Exhibit 1 for Waste Site Location. The Contractor shall arrange for disposal at no expense to the Contracting Agency.

2-01.5 PAYMENT

(Special Provision)

Supplement

All clearing and grubbing work required shall be included in the various Bid items provided in the Proposal.

2-02.3(3) REMOVAL OF PAVEMENT, SIDEWALKS, CURBS, AND GUTTERS

(Special Provision)

Supplement

The contractor shall preserve and protect existing surfaces not specifically called out for removal on the Plans. Any pavement, sidewalk, or curb and gutter that is damaged, and not designated for removal as shown on the Plans or preapproved by the Owner, shall be repaired or replaced entirely at the Contractor's expense.

Sawcutting

Existing asphalt concrete pavement, sidewalk, or curbs shall be sawcut before commencing removal. These items shall be removed as required for construction, and to the limits approved by the Engineer. Pavement, sidewalk, and curb and gutter thickness, type, and extents may vary.

Removal shall be accomplished by making a neat longitudinal vertical cut along the boundaries of the area to be removed. All cuts shall be continuous, and shall be made with saws specifically equipped for this purpose. No skip cutting will be allowed. Existing sidewalk or curb and gutter shall be removed in full panel sections and removed or saw cut at expansion/contraction joints only unless noted otherwise on the plans.

The length and location of the cuts shall be preapproved by the Engineer before cutting of pavement. Sidewalk, or curb and gutter.

Wheel cutting or jack hammering will not be considered an acceptable means of pavement, sidewalk, or curb and gutter "cutting," and will not be measured for payment.

The Contractor shall be responsible for ensuring that special precautions are undertaken so that no concrete or concrete by-products, or products and by-products used in the saw cut of asphalt or concrete,

are discharged into any storm drain or surface water system. In accordance with department of Ecology guidelines, wastewater from Portland cement concrete, masonry, and asphalt concrete cutting operations shall not be discharged to storm drainage systems or surface waters. Cutting operations increase the pH of wastewater, therefore, filtering prior to discharge is **NOT** acceptable.

All wastewater shall be collected using a wet-dry vacuum or pumped into drums for disposal. Disposal of waste liquid may be to soil or other porous surfaces away from storm drains and surface water, only if the Contractor collects and disposes of remaining sediment and grit from cutting operations shall be cleaned by sweepers to prevent contaminants from entering the storm drainage system or surface water when it rains.

Thoroughly clean saw cuts where necessary by the use of high pressure water (1,400 psi or greater).

Collecting and disposal of wastewater shall be considered incidental to and included in the various bid items involved with the operation.

All costs associated with the sawcutting shall be considered incidental to and included in the unit contract price of the item removed or installed.

2-02.3(7) REMOVING AND RESETTING MISCELLANEOUS ITEMS

(Special Provision)

New section

Property Corner Markers

Where encountered, iron pipes, brass plumbs, rebar, or other surveying devices used to mark property corners shall be protected from damage and undisturbed as is practically possible. Property corners disturbed by the Contractor's operations shall be replaced per the provisions of Washington State law. All costs shall be considered incidental and included in the various bid items.

DIVISION 4: BASES

4-04 BALLAST AND CRUSHED SURFACING

4-04.4 MEASUREMENT

(Special Provision)

Supplement

“Crushed Surfacing Base Course” used for unsuitable foundation excavation will be measured by the ton based on certified truck tickets collected by the inspector at the end of each working day. Tickets will be accepted for payment after the end of each working day only when prior arrangements have been made with the inspector.

“Crushed Surfacing Top Course” used within the pavement section, under asphalt driveways and curbs, will be measured per cubic yard based on neat-line as shown on the plans and then converted to a tonnage based on material density testing.

Crushed surfacing material used for pipe bedding and trench backfill will not be measured under this item but instead shall be included in other Bid items. Crushed surfacing material used for temporary purposes, including but not limited to driving surfaces, will not be measured for payment unless it is incorporated into construction of the final improvements as required by the Plans.

If the Contractor chooses to stockpile gravel or crushed surfacing materials of any type on or near the site, the Contractor shall establish separate stockpile areas for each bid item. These stockpiles shall be physically divided and signed as to the material type, use, and Bid Item name and number. (Example: CSTC used for trench backfill).

All material stockpiled materials that are not signed and separated will be considered for use in items of work where the materials is included in the unit price of the structure/item being installed such as pipe bedding, temporary maintenance rock, wall backfill, foundation materials, etc.

Water used in placing and compacting surfacing materials will not be measured for payment.

4-04.5 PAYMENT

(Special Provision)

Supplement

“Crushed Surfacing __ Course”, per ton.

The contract Bid price for “Crushed Surfacing __ Course” shall be full compensation for all labor, materials, tools, and equipment necessary to satisfactorily complete the work as defined in the Plans, Standard Specifications and these Special Provisions. Work elements shall include, but not be limited to procuring, hauling, placing, grading, and compacting crushed surfacing material.

DIVISION 5: SURFACE TREATMENTS AND PAVEMENTS

5-04 Hot Mix Asphalt

(Special Provision)

Replacement Section

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

5-04.1 Description

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

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

5-04.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Mineral Filler	9-03.8(5)
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 grade of asphalt binder shall be as required by the Contract. Blending of asphalt binder from different sources is not permitted.

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

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

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

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

5-04.2(1)A Vacant

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

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

Pavement mix design shall be submitted to the City of Oakville Public Works Department for approval. The number of ESAL's for the design and acceptance of the HMA shall be 0.3-3 Million.

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

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

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

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

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

Mix designs for HMA accepted by Nonstatistical evaluation shall;

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

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

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

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

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

5-04.3 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

5-04.3(2) Paving Under Traffic

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

The Contractor shall keep intersections open to traffic at all times except when paving the intersection or paving across the intersection. During such time, and provided that there has been an advance warning to the public, the intersection may be closed for the minimum time required to

place and compact the mixture. In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

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

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

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

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

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

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.
3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.

4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).
5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:
 - a. A mechanical sampling device attached to the HMA plant.
 - b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

5-04.3(3)B Hauling Equipment

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

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

5-04.3(3)C Pavers

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

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

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

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

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

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

5-04.3(3)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(5)A Vacant

5-04.3(6) Mixing

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

When discharged, the temperature of the HMA shall not exceed the optimum mixing temperature by more than 25°F as shown on the reference mix design report or as approved by the Engineer. Also, when a WMA additive is included in the manufacture of HMA, the discharge temperature of the HMA shall not exceed the maximum recommended by the manufacturer of the WMA additive. A maximum water content of 2 percent in the mix, at discharge, will be allowed providing the water

causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, the moisture content shall be reduced as directed by the Engineer.

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

5-04.3(7) Spreading and Finishing

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

HMA Class 1"	0.35 feet
HMA Class $\frac{3}{4}$ " and HMA Class $\frac{1}{2}$ "	
wearing course	0.30 feet
other courses	0.35 feet
HMA Class $\frac{3}{8}$ "	0.15 feet

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

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

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

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

5-04.3(9) HMA Mixture Acceptance

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

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

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

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

HMA Tolerances and Adjustments

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

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

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

For Aggregates in the mixture:

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

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

- b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.
2. **Job Mix Formula Adjustments** – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.
 - a. **Aggregates** –2 percent for the aggregate passing the 1½", 1", ¾", ½", ⅜", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).

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

5-04.3(9)A Vacant

5-04.3(9)B Vacant

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

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

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

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to one day's production or 800 tons, whichever is less except that the final subplot will be a minimum of 400 tons and may be increased to 1200 tons.

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

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

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

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

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

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

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

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

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

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

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

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

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

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

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

5-04.3(9)C5 Vacant

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

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

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

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

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

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

If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

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

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

5-04.3(10) HMA Compaction Acceptance

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted

course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

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

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

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

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

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

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

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

Test Results

For a subplot that has been tested with a nuclear density gauge that did not meet the minimum of 92 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for

determination of the relative density of the subplot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the subplot and will be used for calculation of the CPF and acceptance of HMA compaction lot.

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

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

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

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

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

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

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

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

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

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

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

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

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

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

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

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

For each compaction lot with one or two sublots, having all sublots attain a relative density that is 92 percent of the reference maximum density the HMA shall be accepted at the unit Contract price with no further evaluation. When a subplot does not attain a relative density that is 92 percent of the reference maximum density, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by either a nuclear moisture-density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

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

5-04.3(11) Reject Work

5-04.3(11)A Reject Work General

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

5-04.3(11)B Rejection by Contractor

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

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

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

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

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

In addition to the random acceptance sampling and testing, the Engineer may also isolate from a normal sublot any material that is suspected of being defective in relative density, gradation or asphalt binder content. Such isolated material will not include an original sample location. A minimum of three random samples of the suspect material will be obtained and tested. The material will then be statistically evaluated as an independent lot in accordance with Section 1-06.2(2).

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

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

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

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

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

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

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

5-04.3(12) Joints

5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints

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

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

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

5-04.3(12)A2 Longitudinal Joints

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

5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than $\frac{1}{8}$ inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than $\frac{1}{4}$ inch in 10 feet from the rate of transverse slope shown in the Plans.

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

1. Removal of material from high places by grinding with an approved grinding machine, or
2. Removal and replacement of the wearing course of HMA, or
3. By other method approved by the Engineer.

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

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

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

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

5-04.3(15) Sealing Pavement Surfaces

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

5-04.3(16) HMA Road Approaches

HMA approaches shall be constructed at the locations shown in the Plans or where staked by the Engineer. The Work shall be performed in accordance with Section 5-04.

5-04.4 Measurement

HMA Cl. ½ In. PG 64-22 will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

Pavement repair excavation will be measured by the square yard of surface marked prior to excavation.

Longitudinal joint seals between the HMA and cement concrete pavement will be measured by the linear foot along the line and slope of the completed joint seal.

5-04.5 Payment

Payment will be made for each of the following Bid items that are included in the Proposal:

“HMA Cl. ½ In. PG 64-22”, per ton.

The unit Contract price per ton for “HMA Cl. ½ In. PG 64-22” shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

“Job Mix Compliance Price Adjustment”, by calculation.

“Job Mix Compliance Price Adjustment” will be calculated and paid for as described in Section 5-04.3(9)C6.

“Compaction Price Adjustment”, by calculation.

“Compaction Price Adjustment” will be calculated and paid for as described in Section 5-04.3(10)D3.

The Contractor’s costs for all other Work associated with the coring (e.g., traffic control) shall be incidental and included within the unit Bid price per each and no additional payments will be made.

“Cyclic Density Price Adjustment”, by calculation.

“Cyclic Density Price Adjustment” will be calculated and paid for as described in Section 5-04.3(10)B.

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

(Special Provision)

Supplement

Insert the following new Section and Title:

7-21 STORMWATER SWALES

7-21.1 DESCRIPTION

Section 7-21 describes work consisting of the installation of Stormwater Swales intended to receive surface runoff for infiltration.

7-21.2 MATERIALS

Materials for bioretention soil will be specified in the Contract and consist of one or more of the following:

Turf Bioretention Soil 9-14.1(3)C

Bioswale Seed Mix 9-14.2

7-21.3 CONSTRUCTION REQUIREMENTS

7-21.3(1) GENERAL

Bioretention soil shall be protected from all sources of additional moisture at the Supplier's site, in covered conveyance, and at the Project Site until incorporated into the Work. Soil placement and compaction shall not occur when the ground is frozen or excessively wet (3% above optimum moisture content), or when the weather is too wet as determined by the Engineer.

7-21.4 MEASUREMENT

Bid items of Work completed pursuant to the Contract will be measured as provided in Section 1- 09.1, Measurement of Quantities, unless otherwise provided for by individual measurement paragraphs here in this Section.

Measurement for Stormwater Swale will be by the linear foot, as measured along the swale bottom. No separate measurement will be made for protection of existing utilities and services, removal of unsuitable material, or seeding. Measurement for excavation for the stormwater swale is included in the bid item for Earthwork.

7-21.5 PAYMENT

Compensation for the cost necessary to complete the Work described in Section 7-21 will be made at the Bid item prices Bid only for the Bid items listed or referenced as follows:

1. "Stormwater Swale" per linear foot.

The Bid item price for "Stormwater Swale" shall include all costs for the work necessary to furnish, place, compact, grade, shape, and mix bioretention soil and bioswale seed mix. Excavation of stormwater swales is included in the Bid Item for Earthwork.

DIVISION 8: MISCELLANEOUS CONSTRUCTION

8-01.3(8) STREET CLEANING

(Special Provision)

Supplement

Delete this Section and replace with the following Section:

The Contractor shall provide for cleaning all surfaced roadways that have become dirty as a result of the execution of this project. This shall be done at the completion of each day's activities or more often if so directed by the Engineer. Street sweepers with a vacuum function shall be the only acceptable method used to clean. Flushing will not be permitted.

Contractor shall have a vacuum sweeper available, full-time, for the duration of the project. Not having a full-time vacuum sweeper available and/or sufficient additional materials to react in a timely manner to changes may be grounds for the City to issue a Stop Work Order until the Contractor remedies the deficiency or the City may elect to have complete the street sweeping and deduct the cost from monies due to the Contractor. Time spent under a Stop Work Order in this situation shall not be grounds for a claim for additional payment or additional working days.

Roadway sweeping and cleaning shall be considered included in the lump sum Contract price for "Erosion/Water Pollution Control".

8-02 ROADSIDE PLANTING

8-02.2 MATERIALS

(Special Provision)

Supplement

This section is supplemented with the following:

Topsoil Type A	9-14.2(1)
Bioswale Seed Mix	9-14.3
Short-Term Mulch	9-14.5(2)C

8-02.3(1) RESPONSIBILITY DURING CONSTRUCTION

(Special Provision)

Supplement

Landscaping construction is anticipated to begin after all curbs, sidewalks, and associated roadside work is completed. Landscape materials shall not be installed until weather permits and installation has been authorized by the Engineer. If water restrictions are anticipated or in force, planting of landscape materials may be delayed.

Throughout planting operations, the Contractor shall keep the premises clean, free of excess soils, plants, and other materials, including refuse and debris, resulting from the Contractor's work. At the end of each work day, and as each planting area is completed, it shall be neatly dressed, and all the surrounding walks and paved areas shall be cleaned to the satisfaction of the Engineer. No flushing will be allowed. At the

conclusion of work, the Contractor shall remove surplus soils, materials, and debris from the construction site and shall leave the project in a condition acceptable to the Engineer.

8-02.3(4) TOPSOIL TYPE A

(Special Provision)

Supplement

Topsoil Type A shall conform to Section 9-14.2(1) of these Special Provisions and shall be supplied by a Contractor's supplied source, and as approved by the Engineer.

8-02.3(5) PLANTING AREA PREPARATION

(Special Provision)

Supplement

Upon approval of subgrade in planter areas, Topsoil Type A shall be installed in a single lift to minimum compacted depth of 3-inches.

Following installation of topsoil, remove rocks, roots and debris over 1 inch diameter in all cultivated areas. Lightly compact soil to a compaction rate of no more than eighty-five percent (85%), and establish a smooth and uniform finished grade to allow surface drainage and prevent ponding.

8-04 CURBS, GUTTERS, AND SPILLWAYS

8-04.3 CONSTRUCTION REQUIREMENTS

8-04.3(1) CEMENT CONCRETE CURBS, GUTTERS, AND SPILLWAYS

(Special Provision)

Supplement

Curbs shall be protected against damage or defacement of any kind until it has been accepted by the Engineer. Work that is not acceptable to the Engineer because of damage or defacement shall be removed and replaced by the Contractor at his own expense.

Pigmented curing compounds shall not be used on curb and gutter. Only clear curing compounds will be permitted.

8-04.5 PAYMENT

(Special Provision)

Supplement

"Cement Concrete Traffic Curb" and Mountable Cement Concrete Curb" per linear foot shall be fully compensated for all labor, tools, equipment, and materials necessary or incidental to completely remove existing and install new Cement Concrete Traffic Curb and Gutter per WSDOT Standard Plan F-10.12, including but not limited to forming and adjustment; procuring and pouring concrete; joint materials, finishing; curing; and stripping forms.

DIVISION 9: MATERIALS

9-14 EROSION CONTROL AND ROADSIDE PLANTING

(Special Provision)

Supplement

Delete this Section and Title and replace with the following Section:

9-14.2(1) TOPSOIL A (BIORETENTION SOIL)

9-14.2(1)A GENERAL

Topsoil Type A (Bioretention Soil) shall be a well blended mixture of sand (Backfill for Sand Drains) and compost measured on a volume basis.

9-14.2(1)B BIORETENTION SOIL

Topsoil Type A (Bioretention Soil) shall consist of one part compost by volume (approximately 30 to 35 percent), meeting the requirements of Section 9-14.5(8) and two parts sand (approximately 65 to 70 percent) by volume meeting the requirements of Section 9-03.3(13). The mixture shall be well blended to produce a homogeneous mix. Organic matter content shall be 4 to 6 percent, with the final mix to be determined by the Engineer based on samples and test results submitted.

9-14.3 SEED

(Special Provision)

Supplement

This section is supplemented with the following:

9-14.3 Bioswale Seed Mix			
Seed Species	% Weight	% Purity	% Germination
Tall or meadow fescue <i>Festuca arundinacea</i> or <i>Festuca elatior</i>	75-80	98	90
Seaside/Creeping bentgrass <i>Agrostis palustris</i>	10-15	92	85
Redtop bentgrass <i>Agrostis alba</i> or <i>Agrostis gigantea</i>	5-10	90	80

Waste Site

South Bank Road yellow gate

Figure 2-01.2(2) Waste Site Location

Legend

- Vosper community playground
- Waste Site

