

CONTRACT PROVISIONS AND PLANS

For Construction of:

CLODFELTER ROAD

**Bently Road to C. Williams Road
CE 1778 CRP**

LOCUST GROVE ROAD

**Clodfelter Road to Edwards Road
CE 1838 CRP**

Benton County, Washington

**BENTON COUNTY
DEPARTMENT OF PUBLIC WORKS**



OFFICE OF THE COUNTY ENGINEER
BENTON COUNTY

NOTICE TO ALL PLANHOLDERS:

Sealed bids for C.E. 1778 CRP – CLODFELTER ROAD - Bently Rd. to C. Williams Rd. and C.E. 1838 – LOCUST GROVE ROAD - C. Williams Rd. to Edwards Rd. shall be received by the Benton County Engineer, Benton County Courthouse, 620 Market St., P. O. Box 1001, Prosser, Washington 99350-0954 until 10:00 a.m., Local Time, Thursday, May 26, 2011. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME. Bids are to be opened on Thursday, May 26, 2011, at 10:30 a.m., Local Time, in the Public Works Conference Room, Benton County Courthouse, 620 Market St., Prosser, Washington. Contractor's Bid Proposal shall include the complete Proposal, consisting of six (6) pages, and Proposal Bond, and be enclosed in a sealed envelope marked, "BID FOR CLODFELTER AND LOCUST GROVE ROADS".

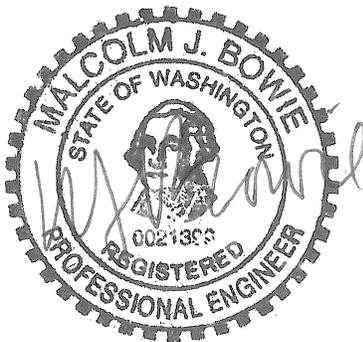
"NOTE: This document and the materials enclosed herewith constitute an invitation to submit bid proposals only and do not represent an offer by Benton County or the Benton County Engineer. Bid proposals submitted in response hereto shall constitute offers to contract with Benton County, and only upon the County's acceptance of such offer by bid award as provided herein, shall any contractual relations be created."

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier check or proposal bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to Benton County. The Board reserves the right to reject any or all bids and to waive informalities in the bidding. The award of contract, if made, will be approved by the Board of Benton County Commissioners, Benton County, Washington.

Informational copies of maps, plans, and specifications are on file for inspection in the Office of the County Engineer, Benton County Courthouse, Prosser, Washington. The complete set of bid documents may be purchased at a non-refundable cost of \$50.00. Personnel of the County Engineer's Office will show this job to all prospective bidders upon request. The Engineer's Office can be reached at telephone number (509)786-5611 or (509)736-3084.

ENGINEER'S CERTIFICATION

As the Engineer in direct responsible charge of developing these contract provisions, I certify these provisions have been developed or incorporated into this project under my supervision or as a result of certified specifications provided by other licensed professionals.



EXPIRES 03-31-12

Clodfelter Road - CE 1778 CRP
Locust Grove Road - CE 1838 CRP

INDEX TO PROJECT PROVISIONS

AMENDMENTS TO THE STANDARD SPECIFICATIONS

	<u>PAGE</u>
INTRODUCTION	1
SECTION 1-01, DEFINITIONS AND TERMS	
August 2, 2010.....	1
SECTION 1-02, BID PROCEDURES AND CONDITIONS	
January 4, 2010.....	1
SECTION 1-06, CONTROL OF MATERIALS	
January 3, 2011.....	2 - 3
SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC	
April 4, 2011.....	4 - 11
SECTION 1-08, PROSECUTION AND PROGRESS	
April 4, 2011.....	11 - 12
SECTION 1-09, MEASUREMENT AND PAYMENT	
January 3, 2011.....	12 - 16
SECTION 1-10, TEMPORARY TRAFFIC CONTROL	
April 4, 2011.....	16 - 19
SECTION 2-01, CLEARING, GRUBBING, AND ROADSIDE CLEANUP	
April 5, 2010.....	19
SECTION 2-02, REMOVAL OF STRUCTURES AND OBSTRUCTIONS	
January 4, 2010.....	19
SECTION 2-09, STRUCTURE EXCAVATION	
January 3, 2011.....	19 - 20
SECTION 5-02, BITUMINOUS SURFACE TREATMENT	
August 2, 2010.....	20
SECTION 5-04, HOT MIX ASPHALT	
August 2, 2010.....	20 - 21
SECTION 6-01, GENERAL REQUIREMENTS FOR STRUCTURES	
August 2, 2010.....	21
SECTION 7-02, CULVERTS	
January 3, 2011.....	21 - 22
SECTION 8-01, EROSION CONTROL AND WATER POLLUTION CONTROL	
April 4, 2011.....	22 - 26

AMENDMENTS TO THE STANDARD SPECIFICATIONS

Cont.

PAGE

SECTION 8-11, GUARDRAIL August 2, 2010.....	26
SECTION 8-12, CHAIN LINK FENCE AND WIRE FENCE April 4, 2011	26
SECTION 8-15, RIPRAP January 4, 2010.....	26
SECTION 8-21, PERMANENT SIGNING April 4, 2011	26 - 27
SECTION 8-22, PAVEMENT MARKING August 2, 2010.....	28
SECTION 9-01, PORTLAND CEMENT April 5, 2010.....	28
SECTION 9-05, DRAINAGE STRUCTURES, CULVERTS, AND CONDUITS January 3, 2011	28 - 31
SECTION 9-06, STRUCTURAL STEEL AND RELATED MATERIALS April 4, 2011	31 - 33
SECTION 9-13, RIPRAP, QUARRY SPALLS, SLOPE PROTECTION, AND ROCK WALLS April 4, 2011	33
SECTION 9-14, EROSION CONTROL AND ROADSIDE PLANTING April 4, 2011	33 - 39
SECTION 9-16, FENCE AND GUARDRAIL August 2, 2010.....	39
SECTION 9-22, MONUMENT CASES January 4, 2010.....	40
SECTION 9-32, MAILBOX SUPPORT April 4, 2011	40 - 41
SECTION 9-34, PAVEMENT MARKING MATERIAL January 3, 2011	41
SECTION 9-35, TEMPORARY TRAFFIC CONTROL MATERIALS January 4, 2010.....	41 - 42

SPECIAL PROVISIONS

	<u>PAGE</u>
DIVISION 1, GENERAL REQUIREMENTS	
DESCRIPTION OF WORK	43 - 44
SECTION 1-01, DEFINITIONS AND TERMS	
1-01.3, DEFINITIONS	44 - 45
SECTION 1-02, BID PROCEDURES AND CONDITIONS	
1-02.1, PREQUALIFICATION OF BIDDERS	45
1-02.2, PLANS AND SPECIFICATIONS	46
1-02.5, PROPOSAL FORMS	46 - 47
1-02.7, BID DEPOSIT	47
1-02.9, DELIVERY OF PROPOSAL	47
1-02.10, WITHDRAWAL OR REVISION OF PROPOSAL	48
1-02.12, PUBLIC OPENING OF PROPOSAL	48
1-02.13, IRREGULAR PROPOSALS	48
1-02.14, DISQUALIFICATION OF BIDDERS	49
1-02.15, PRE AWARD INFORMATION	49
SECTION 1-03, AWARD AND EXECUTION OF CONTRACT	
1-03.3, EXECUTION OF CONTRACT	50
1-03.4, CONTRACT BOND	50 - 51
SECTION 1.-04, SCOPE OF WORK	
1-04.2, COORDINATION OF CONTRACT DOCUMENTS, PLANS, SPECIAL PROVISIONS, SPECIFICATIONS, AND ADDENDA	51
SECTION 1-05, CONTROL OF WORK	
1-05.4, CONFORMITY WITH AND DEVIATIONS FROM PLANS AND STAKES	51
WORK PLANS	51
COUNTY SURVEYING – ROADWAY	52
1-05.7, REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK	52
MACHINE CONTROL GRADING	53 - 55
1-05.11, FINAL INSPECTION	55 - 56
1-05.13, SUPERINTENDENTS, LABOR AND EQUIPMENT OF CONTRACTOR	57
1-05.16, WATER AND POWER	57
1-05.17, ORAL AGREEMENTS	57
SECTION 1-06, CONTROL OF MATERIAL	
BUY AMERICA	57 - 58
SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC	
1-07.1, LAWS TO BE OBSERVED	58 - 59
1-07.2, SALES TAX	59 - 60
1-07.6, PERMITS AND LICENSES	61
1-07.7, LOAD LIMITS	61
1-07.9, WAGES	61 - 62
1-07.11, REQUIREMENTS FOR NONDISCRIMINATION	62 - 69

SPECIAL PROVISIONS

Cont.

PAGE

1-07.17, UTILITIES AND SIMILAR FACILITIES	69
1-07.18, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE	70 - 72
1-07.23, PUBLIC CONVENIENCE AND SAFETY	72 - 73
1-07.24, RIGHTS OF WAY	73 - 74
 SECTION 1-08, PROSECUTION AND PROGRESS	
1-08.0, PRELIMINARY MATTERS	74 - 76
1-08.1, SUBCONTRACTING	76
1-08.4, NOTICE TO PROCEED AND PROSECUTION OF WORK	76 - 77
1-08.5, TIME FOR COMPLETION	77 - 78
1-08.7, MAINTENANCE DURING SUSPENSION	78
 SECTION 1-09, MEASUREMENT AND PAYMENT	
1-09.8, PAYMENT FOR MATERIAL ON HAND	78
1-09.9, PAYMENTS	79
1-09.13, CLAIMS RESOLUTION	79 - 80
 SECTION 1-10, TEMPORARY TRAFFIC CONTROL	
1-10.2, TRAFFIC CONTROL MANAGEMENT	80
1-10.4, MEASUREMENT	80
 DIVISION 2, EARTHWORK	
 SECTION 2-01, CLEARING, GRUBBING, AND ROADSIDE CLEANUP	
2-01.1, DESCRIPTION	81
2-01.3, CONSTRUCTION REQUIREMENTS	81
 SECTION 2-02, REMOVAL OF STRUCTURES AND OBSTRUCTIONS	
2-02.3, CONSTRUCTION REQUIREMENTS	81 - 82
 SECTION 2-03, ROADWAY EXCAVATION AND EMBANKMENT	
2-03.1, DESCRIPTION	82
2-03.3, CONSTRUCTION REQUIREMENTS	82 - 83
2-03.4, MEASUREMENT	83
 SECTION 2-07, WATERING	
2-07.4, MEASUREMENT	83
2-07.5, PAYMENT	83
 DIVISION 4, BASES	
 SECTION 4-04, BALLAST AND CRUSHED SURFACING	
4-04.1, DESCRIPTION	84

SPECIAL PROVISIONS

Cont.

PAGE

DIVISION 5, SURFACE TREATMENTS AND PAVEMENTS

SECTION 5-04, HOT MIX ASPHALT

5-04.2, MIX DESIGN.....	84
5-04.3, CONSTRUCTION REQUIREMENTS	84 – 88
5-04.4, MEASUREMENT.....	88
5-04.5, PAYMENT.....	88 - 90

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

SECTION 7-02, CULVERTS

7-02.4, MEASUREMENT.....	91
7-02.5, PAYMENT.....	91

DIVISION 8, MISCELLANEOUS CONSTRUCTION

SECTION 8-01, EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.3, CONSTRUCTION REQUIREMENTS	91 - 92
8-01.4, MEASUREMENT.....	92
8-01.5, PAYMENT.....	92

SECTION 8-02, ROADSIDE RESTORATION

8-02.3, CONSTRUCTION REQUIREMENTS	93
---	----

SECTION 8-21, PERMANENT SIGNING

8-21.1, DESCRIPTION	93
8-21.3, CONSTRUCTION REQUIREMENTS	93 - 94

SECTION 8-22, PAVEMENT MARKING

8-22.3, CONSTRUCTION REQUIREMENTS	94
---	----

ELECTRICAL SERVICE FOR MOBILE OFFICE

CONSTRUCTION REQUIREMENTS.....	94
TEMPORARY ELECTRICAL SERVICE.....	94
MEASUREMENT AND PAYMENT	95

DIVISION 9, MATERIALS

SECTION 9-03, AGGREGATES

9-03.8, AGGREGATES FOR HOT MIX ASPHALT.....	95
---	----

STANDARD PLANS

December 7, 2009.....	96 - 100
-----------------------	----------

APPENDICES

REQUIRED CONTRACT PROVISIONS - STATE DEPARTMENT OF LABOR & INDUSTRIES

PROPOSAL, ETC.

PROPOSAL (6 Pages)

PROPOSAL BOND

PREVAILING MINIMUM HOURLY WAGE RATES - STATE OF WASHINGTON

INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2010 Standard Specifications for Road, Bridge, and Municipal Construction.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

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

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

SECTION 1-01, DEFINITIONS AND TERMS

August 2, 2010

1-01.2(1) Associations and Miscellaneous

The abbreviation and definition "AREA American Railway Engineering Association" is replaced with the following:

AREMA American Railway Engineering and Maintenance Association

SECTION 1-02, BID PROCEDURES AND CONDITIONS

January 4, 2010

1-02.7 Bid Deposit

In the first paragraph, the third sentence is revised to read:

For projects scheduled for bid opening in Olympia, the proposal bond may be in hard copy or electronic format via Surety2000.com or Insurevision.com and BidX.com.

1-02.9 Delivery of Proposal

In the first paragraph, the first sentence is revised to read:

For projects scheduled for bid opening in Olympia, each Proposal shall be sealed and submitted in the envelope provided with it, or electronically via Expedite software and BidX.com at the location and time identified in Section 1-02.12.

The following new paragraph is inserted after the first paragraph:

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

SECTION 1-06, CONTROL OF MATERIALS

January 3, 2011

1-06.1 Approval of Materials Prior to Use

This section is supplemented with the following new sub-section:

1-06.1(4) Fabrication Inspection Expense

In the event the Contractor elects to have items fabricated beyond 300 miles from Seattle, Washington the Contracting Agency will deduct from payment due the Contractor costs to perform fabrication inspection on the following items:

- Steel Bridges and Steel Bridge components
- Cantilever Sign Structures and Sign Bridges
- Prestressed Concrete Girders and Precast Bridge Components
- Cylindrical, Disc, Pin, and Spherical Bearings
- Modular Expansion Joints
- Epoxy Coated Reinforcing Steel
- Painted and Powder Coated Luminaire and Signal Poles
- Additional items as may be determined by the Engineer

The deductions for fabrication inspection costs will be as shown in the Payment Table below.

Zone	Place of Fabrication	Reduction in Payment
1	Within 300 airline miles from Seattle	None
2	Between 300 and 3,000 airline miles from Seattle	\$700.00 per *inspection day
3	Over 3,000 airline miles from Seattle	\$1,000 per *inspection day, but not less than \$2,500 per trip

*Note - An inspection day includes any calendar day or portion of a calendar day spent inspecting at or traveling to and from a place of fabrication.

Where fabrication of an item takes place in more than one zone, the reduction in payment will be computed on the basis of the entire item being fabricated in the furthest of zones where any fabrication takes place on that item.

The rates for Zone 2 and 3 shall be applied for the full duration time of all fabrication inspection activities to include but not limited to; plant approvals, prefabrication meetings, fabrication, coatings and final inspection.

1-06.2(2)A General

Table 2 “Pay Factors” on page 1-39 is revised to read:

Table 2
Pay Factors

PAY FACTOR	Minimum Required Percent of Work Within Specification Limits for a Given Factor (P _U + P _L) – 100															
	Category	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10 to n=11	n=12 to n=14	n=15 to n=17	n=18 to n=22	n=23 to n=29	n=30 to n=42	n=43 to n=66	n=67 to ∞
1.05																
1.04																
1.03					100											
1.02					99											
1.01	100	100	100	100	98											
1.00	69	75	78	80	82	83	84	85	86	87	88	89	90	91	92	92
0.99	66	72	76	78	80	81	82	83	84	85	86	87	89	90	91	91
0.98	64	70	74	76	78	79	80	81	82	84	85	86	87	88	88	90
0.97	63	68	72	74	76	77	78	79	81	82	83	84	86	87	88	88
0.96	61	67	70	72	74	75	76	78	79	81	82	83	84	86	87	87
0.95	59	65	68	71	72	74	75	76	78	79	80	82	83	84	86	86
0.94	58	63	67	69	71	72	73	75	76	78	79	80	82	83	85	85
0.93	57	62	65	67	69	71	72	73	75	76	78	79	80	82	84	84
0.92	55	60	63	66	68	69	70	72	73	75	76	78	79	81	82	82
0.91	54	59	62	64	66	68	69	70	72	74	75	76	78	79	81	81
0.90	53	57	61	63	65	66	67	69	71	72	74	75	77	78	80	80
0.89	51	56	59	62	63	65	66	68	69	71	72	74	75	77	79	79
0.88	50	55	58	60	62	64	65	66	68	70	71	73	74	76	78	78
0.87	49	53	57	59	61	62	63	65	67	68	70	71	73	75	77	77
0.86	48	52	55	58	59	61	62	64	66	67	69	70	72	74	76	76

(Continued)

Table 2 “Pay Factors” on page 1-40 is revised to read:

Table 2
Pay Factors (continued)

PAY FACTOR	Minimum Required Percent of Work Within Specification Limits for a Given Factor (P _U + P _L) – 100															
	Category	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10 to n=11	n=12 to n=14	n=15 to n=17	n=18 to n=22	n=23 to n=29	n=30 to n=42	n=43 to n=66	n=67 to ∞
0.85	46	51	54	56	58	60	61	62	64	66	67	69	71	72	75	75
0.84	45	49	53	55	57	58	60	61	63	65	66	68	70	71	73	73
0.83	44	48	51	54	56	57	58	60	62	64	65	67	69	70	72	72
0.82	43	47	50	53	54	56	57	59	61	62	64	66	67	69	71	71
0.81	41	46	49	51	53	55	56	58	59	61	63	64	66	68	70	70
0.80	40	44	48	50	52	54	55	56	58	60	62	63	65	67	69	69
0.79	39	43	46	49	51	52	54	55	57	59	61	62	64	66	68	68
0.78	38	42	45	48	50	51	52	54	56	58	59	61	63	65	67	67
0.77	36	41	44	46	48	50	51	53	55	57	58	60	62	64	66	66
0.76	35	39	43	45	47	49	50	52	54	56	57	59	61	63	65	65
0.75	33	38	42	44	46	48	49	51	53	54	56	58	60	62	64	64
REJECT	Values Less Than Those Shown Above															
Reject Quality Levels Less Than Those Specified for a 0.75 Pay Factor																
Note: If the value of (P _U + P _L) - 100 does not correspond to a (P _U + P _L) - 100 value in this table, use the next smaller (P _U + P _L) - 100 value.																

SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC
April 4, 2011

1-07.2 Sales Tax

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

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

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

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

1-07.9(1) General

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

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

1-07.13(4) Repair of Damage

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

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

1-07.14 Responsibility for Damage

The third, fourth and fifth paragraphs are revised to read:

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

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

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

This section is supplemented with the following:

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

1-07.15 Temporary Water Pollution/Erosion Control

The fourth paragraph is deleted.

1-07.15(1) Spill Prevention, Control and Countermeasures Plan

This section is deleted in its entirety and replaced with the following:

The Contractor shall prepare and implement a project-specific spill prevention, control, and countermeasures plan (SPCC Plan) for the duration of the project. The Contractor shall submit the plan to the Project Engineer no later than the date of the preconstruction conference. No on-site construction activities may commence until the Contracting Agency accepts an SPCC Plan for the project. SPCC Plan template and guidance information is available at:

<http://www.wsdot.wa.gov/Environment/HazMat/SpillPrevention.htm>.

The SPCC Plan shall address all fuels, petroleum products and hazardous materials, as defined in Chapter 447 of the WSDOT Environmental Procedures Manual (M 31-11). Occupational safety and health requirements that may pertain to SPCC Plan implementation are contained in, but not limited to, WAC 296-824 and WAC 296-843. The SPCC Plan shall address conditions that may be required by Section 3406 of the current International Fire Code, or as approved by the local Fire Marshal.

Implementation Requirements

The Contractor shall update the SPCC Plan throughout project construction so that the written plan reflects actual site conditions and practices. The Contractor shall update the SPCC Plan at least annually and maintain a copy of the updated SPCC Plan on the project site. The Contractor shall fully implement the SPCC Plan, as accepted and updated, at all times.

SPCC Plan Element Requirements

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

1. Responsible Personnel

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

2. Spill Reporting

List the names and telephone numbers of the Federal, State, and local agencies the Contractor shall notify in the event of a spill.

3. Project and Site Information

Describe the following items:

- A. The project Work.
- B. The site location and boundaries.
- C. The drainage pathways from the site.
- D. Nearby waterways and sensitive areas and their distances from the site.

4. Potential Spill Sources

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

- A. Name of material and its intended use.
- B. Estimated maximum amount on-site at any one time.
- C. Location(s) (including any equipment used below the ordinary high water line) where the material will be staged, used, and stored and the distance(s) from nearby waterways and sensitive areas.

5. Pre-Existing Contamination

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

6. Spill Prevention and Response Training

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

7. Spill Prevention

Describe the following items:

- A. The contents and locations of spill response kits that the Contractor shall supply and maintain that are appropriately stocked, located in close proximity to hazardous materials and equipment, and immediately accessible.
- B. Security measures for potential spill sources to prevent accidental spills and vandalism.
- C. Methods used to prevent stormwater from contacting hazardous materials.

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

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

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

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

H. Routine equipment, storage area, and structure inspection and maintenance practices to prevent drips, leaks or failures of hoses, valves, fittings, containers, pumps, or other systems that contain or transfer hazardous materials.

I. Site inspection procedures and frequency.

8. Spill Response

Outline the response procedures the Contractor shall follow for each scenario listed below, indicating that if hazardous materials are encountered or spilled during construction, the Contractor shall do everything possible to control and contain the material until appropriate measures can be taken. Include a description of the actions the Contractor shall take and the specific on-site spill response equipment that shall be used to assess the spill, secure the area, contain and eliminate the spill source, clean up spilled material, decontaminate equipment, and dispose of spilled and contaminated material.

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

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

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

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

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

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

9. Project Site Map

Provide a map showing the following items:

- A. Site location and boundaries.
- B. Site access roads.
- C. Drainage pathways from the site.
- D. Nearby waterways and sensitive areas.
- E. Hazardous materials, equipment, and decontamination areas identified in 4, above.
- F. Pre-existing contamination or contaminant sources described in 5, above.
- G. Spill prevention and response equipment described in 7 and 8, above.

10. Spill Report Forms

Provide a copy of the spill report form(s) that the Contractor shall use in the event of a release or spill.

Payment

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

“SPCC Plan,” lump sum.

When the written SPCC Plan is accepted by Contracting Agency, the Contractor shall receive 50-percent of the lump sum Contract price for the plan. The remaining 50-percent of the lump sum price will be paid after the materials and equipment called for in the Plan are mobilized to the project.

The lump sum payment for “SPCC Plan” shall be full pay for all costs associated with creating and updating the accepted SPCC Plan, all costs associated with the set up of prevention measures, and implementing the current SPCC Plan as required by this Specification.

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

1-07.16(2) Vegetation Protection and Restoration

The second paragraph is revised to read:

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

The third paragraph is revised to read:

When large roots of trees designated to be saved are exposed by the Contractor’s operation, they shall be wrapped with heavy, moist material such as burlap or canvas for protection and to prevent excessive drying. The material shall be kept moist and securely fastened until the roots are covered to finish grade.

All material and fastening material shall be removed from the roots before covering. All roots 1-inch or larger in diameter, which are damaged, shall be pruned with a sharp saw or pruning shear. Damaged, torn, or ripped bark shall be removed as designated by the Engineer at no additional cost to the Contracting Agency.

The fourth paragraph is revised to read:

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

1-07.18 Public Liability and Property Damage Insurance

This section is deleted in its entirety and replaced with the following:

1-07.18 Public Liability and Property Damage Insurance

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

1. Owners and Contractors Protective (OCP) Insurance providing bodily injury and property damage liability coverage with limits of \$3,000,000 per occurrence and, per project, in the aggregate for each policy period, written on Insurance Services Office (ISO) form CG0009 1204, together with Washington State Department of Transportation amendatory endorsement CG 2908 1195, specifying the Contracting Agency, the State, the Governor, the Commission, the Secretary, the Department and all officers and employees of the State as named insured.
2. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its equivalent with minimum limits of \$3,000,000 per occurrence and in the aggregate for each one year policy period. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$3,000,000 per occurrence and in the aggregate. Products and completed operations coverage shall be provided for a period of three years following Substantial Completion of the Work.
3. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and nonowned vehicles assigned to or used in the performance of the Work with a combined single limit of not less than \$1,000,000 each occurrence. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence with the State named as an additional insured or designated insured in connection with the Contractor's Performance of the Contract. If pollutants are to be transported, MCS 90 and CA 99 48 endorsements are required on the Commercial Automobile Liability insurance policy unless in-transit pollution risk is covered under a Pollution Liability insurance policy.
4. The Contractor shall be Named Insured and the Contracting Agency, the State, the Governor, the Commission, the Secretary, the Department, all officers and employees of the State, and their respective members, directors, officers, employees, agents and consultants (collectively the "Additional Insureds") shall be included as Additional Insureds for all policies and coverages specified in this Section, with the exception of the OCP policy. Said insurance coverage shall be primary and non-contributory insurance with respect to the insureds and the Additional Insureds. Any insurance or self-insurance beyond that specified in this Contract that is maintained by any Additional Insured shall be in excess of such

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 1-08, PROSECUTION AND PROGRESS

April 4, 2011

1-08.1 Subcontracting

The second and third sentences in the eighth paragraph are revised to read:

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

due 20 calendar days following the fiscal quarter end or 20-calendar days after Physical Completion of the Contract.

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

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

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

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

1-08.5 Time for Completion

The last two sentences in the first paragraph are revised to read:

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

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

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

SECTION 1-09, MEASUREMENT AND PAYMENT

January 3, 2011

1-09.2(1) General Requirement for Weighing Equipment

This section is revised to read:

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

Scales

Scales shall:

1. be accurate to within 0.5-percent of the correct weight throughout the range of use;
2. not include spring balances;
3. include beams, dials, or other reliable readout equipment;
4. be built to prevent scale parts from binding, vibrating, or being displaced and to protect all working parts and;

5. be carefully maintained, with bunkers and platforms kept clear of accumulated materials that could cause errors.

Scale Operations

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

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

In addition, the Contractor shall ensure that:

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

Trucks and Tickets

Each truck to be weighed shall bear a unique identification number. This number shall be legible and in plain view of the scale operator. Each vehicle operator shall obtain a weigh or load ticket from the scale operator. The Contracting Agency will provide item quantity tickets for scales that are not self-printing. The Contractor shall provide tickets for self-printing scales. All tickets shall, at a minimum, contain the following information:

1. date of haul;
2. contract number;
3. contract unit Bid item;
4. unit of measure;
5. identification number of hauling vehicle; and
6. weight delivered
 - a. net weight in the case of batch and hopper scales

- b. gross weight, tare and net weight in the case of platform scales (tare may be omitted if a tare beam is used)
- c. approximate load out weight in the case of belt conveyor scales

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

1-09.2(2) Specific Requirements for Batching Scales

In the first paragraph, the last sentence is revised to read:

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

1-09.2(3) Specific Requirements for Platform Scales

In the first paragraph, the last sentence is revised to read:

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

The third paragraph is deleted.

1-09.2(5) Measurement

This section is revised to read:

Scale Verification Checks

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

Verification checks may not be routinely conducted for weighed material, who's proposal quantity multiplied by the unit bid price, has a value less than \$20,000.

The verification will consist of one of the following methods and be at the Contractor's option:

1. Weigh a loaded truck on a separate certified platform scale designated by the Contractor, for the purpose of scale verification.
2. Weigh a vehicle that weighs at least 10,000 pounds on a separate certified scale and then check the project scale with it.
3. Establish a certified fixed load weighing at least 10,000 pounds as a check-weight. The certification shall consist of an affidavit affirming the correct weight of the fixed load.

Should the scale verification check reveal a weight difference of more than 0.5-percent, a second scale verification check shall be performed immediately. If the weight differences of both comparison checks exceed the 0.5-percent limit, the Contractor shall immediately stop weighing and the scale shall be recertified at the Contractor's expense.

Belt Scales

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

If scale verification checks show the scale has been under weighing, it shall be adjusted immediately.

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

Minor Construction Items

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

1-09.2(6) Payment

This section is revised to read:

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

The Contractor shall not be compensated for any loss from under weighing that is revealed by scale verification checks.

If scale verification checks reveal that the scale is over weighing, then payment for all material weighed since the last valid scale verification check will be adjusted. The contracting agency will calculate the combined weight of all materials weighed after the last verification check showing accurate results. This combined weight will then be reduced for payment by the percentage of scale error that exceeds 0.5-percent unless the Contractor demonstrates to the satisfaction of the Engineer that the defect in the scale was present for a lesser period of time.

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

- furnishing, installing, certifying, and maintaining scales;
- providing a weigher to operate a Contractor provided scale;
- providing a weigher to operate a commercial scale, if necessary;
- providing self-printing tickets, if necessary;
- rerouting a truck for verification weighing;
- assisting the Engineer with scale verification checks;

- any other related costs associated with meeting the requirements of this section.

1-09.9 Payments

The first paragraph is revised to read:

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

The Contractor shall submit a breakdown of the cost of lump sum Items to enable the Project Engineer to determine the Work performed on a monthly basis. Lump sum item breakdowns shall be submitted prior to the first progress payment that includes payment for the Bid Item in question. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

In the third paragraph, the second sentence is deleted.

1-09.11(1)A Disputes Review Board Membership

This section is supplemented with the following new paragraph:

The Contracting Agency and Contractor shall indemnify and hold harmless the Board Members from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of and resulting from the actions and recommendations of the Board.

SECTION 1-10, TEMPORARY TRAFFIC CONTROL

April 4, 2011

In Division 1-10, all references to "truck mounted" are revised to read "transportable".

1-10.1 General

The following sentence is inserted at the beginning of this section:

Temporary traffic control refers to the control of all types of traffic, including vehicles, bicyclists, and pedestrians (including pedestrians with disabilities).

1-10.2(1)A Traffic Control Management

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

2. Providing the Contractor's designated TCS with approved Traffic Control Plans (TCPs) which are compatible with the Work operations and traffic control for which they will be implemented. Having the latest adopted edition of the Manual On Uniform Traffic Control Devices for Streets and Highways (MUTCD,) including the Washington State Modifications to the MUTCD, the most current edition of the Public Rights-Of-Way Accessibility Guidelines (PROWAG), and applicable standards and Specifications available at all times on the project.

1-10.2(1)B Traffic Control Supervisor

Item number 1. in the third paragraph is revised to read:

1. Having a current set of approved traffic control plans (TCPs), applicable Contract Provisions as provided by the Contractor, the latest adopted edition of the MUTCD, including the Washington State Modifications to the MUTCD, the book Quality Guidelines for Temporary Work Zone Traffic Control Devices, the most current edition of the PROWAG, and applicable standards and Specifications.

The third paragraph is supplemented with the following:

7. Ensuring that all pedestrian routes or access points, existing or temporary, are kept clear and free of obstructions and that all temporary pedestrian routes or access points are detectable and accessible to persons with disabilities as provided for in the approved Plans.

1-10.2(2) Traffic Control Plans

The second paragraph is revised to read:

When the Contractor's chosen method of performing the Work in the Contract requires some form of temporary traffic control for vehicles, bicyclists, or pedestrians, the Contractor shall either: (1.) designate and adopt, in writing, the traffic control plan or plans from the Contract documents that support that method; or (2.) submit a Contractor's plan that modifies, supplements or replaces a plan from the Contract documents. Any Contractor-proposed modification, supplement or replacement shall show the necessary construction signs, flaggers, spotters and other traffic control devices required to support the Work. Any Contractor-proposed traffic control plan shall conform to the established standards for plan development as shown in the MUTCD, Part 6 and the most current edition of the PROWAG. The Contractor's submittal, either designating and adopting a traffic control plan from the Contract documents or proposing a Contractor-developed plan, shall be provided to the Engineer for approval at least 10-calendar days in advance of the time the signs and other traffic control devices are scheduled to be installed and utilized. The Contractor shall be solely responsible for submitting any proposed traffic control plan or modification, obtaining the Engineer's approval and providing copies of the approved Traffic Control Plans to the Traffic Control Supervisor.

1-10.2(3) Conformance to Established Standards

The reference "(TMA's)" in the paragraph that starts with "Category 3" is deleted.

The first paragraph is revised to read:

Flagging, signs, and all other traffic control devices and procedures furnished or provided shall conform to the standards established in the latest WSDOT adopted edition of the Manual On Uniform Traffic Control Devices for Streets and Highways (MUTCD,) published by the U.S. Department of Transportation and the Washington State Modifications to the MUTCD and the most current edition of the Public Rights-Of-Way Accessibility Guidelines (PROWAG). Judgment of the quality of devices furnished will be based upon Quality Guidelines for Temporary Traffic Control Devices, published by the American Traffic Safety Services Association. Copies of the MUTCD and Quality Guidelines for Temporary Control Devices may be purchased from the American Traffic Safety Services Association, 15 Riverside Parkway, Suite 100, Fredericksburg, Virginia 22406-1022. The Washington State Modifications to the MUTCD may be obtained from the Department of Transportation, Olympia, Washington 98504. The most current edition of the Public Rights-Of-Way Accessibility Guidelines (PROWAG) can be downloaded from the United States Access Board web site (www.access-board.gov).

1-10.3(1) Traffic Control Labor

The first paragraph is revised to read:

The Contractor shall furnish all personnel for flagging, spotting, for the execution of all procedures related to temporary traffic control and for the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations.

1-10.3(2)C Lane Closure Setup/Takedown

Item number 1 in the first paragraph is revised to read:

1. If the Plans show a portable changeable message sign, it shall be established in advance of the operation; far enough back to provide warning of both the operation and any queue of traffic that has formed during the operation.

In the second paragraph, the reference to "TMA/arrow board" is revised to read "transportable attenuator/arrow board".

1-10.3(3) Traffic Control Devices

The following paragraph is inserted at the beginning of this section:

Traffic control devices, including signs, furnished or provided shall conform to the standards established in the latest WSDOT adopted edition of the Manual On Uniform Traffic Control Devices for Streets and Highways (MUTCD,) published by the U.S. Department of Transportation and the Washington State Modifications to the MUTCD. Requirements for pedestrian traffic control devices are addressed in the MUTCD.

1-10.3(3)A Construction Signs

In the fourth paragraph "height" is replaced with "top of the ballast".

1-10.3(3)J Truck Mounted Attenuator

The title for this section is revised to read:

1-10.3(3)J Transportable Attenuator

In the second and fourth paragraphs, the references to "TMA" are revised to read "Transportable Attenuator".

In the first paragraph, the first sentence is revised to read:

Where shown on an approved traffic control plan or where ordered by the Engineer, the Contractor shall provide, operate, and maintain transportable impact attenuators as required in Section 9-35.12.

In the third paragraph, the reference to "truck's" is revised to read "host vehicle's".

1-10.4(2) Item Bids with Lump Sum for Incidentals

All references to "Truck Mounted Impact Attenuator(s)" are revised to read "Transportable Attenuator(s)".

In the eighth paragraph, the first sentence is revised to read:

"Transportable Attenuator" will be measured per each one time only for each host vehicle with mounted or attached impact attenuator used on the project.

In the last sentence of the ninth paragraph, the reference to "TMA" is replaced with "transportable attenuator".

This Section is supplemented with the following:

No specific unit of measurement will apply to the lump sum item of "Pedestrian Traffic Control."

1-10.5(2) Item Bids with Lump Sum for Incidentals

All references to "truck mounted impact attenuator(s)" are revised to read "transportable attenuator(s)".

This Section is supplemented with the following:

"Pedestrian Traffic Control", lump sum.

The lump sum Contract payment shall be full compensation for all costs of labor and materials incurred by the Contractor in performing pedestrian traffic control Contract Work defined in Section 1-10.

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

April 5, 2010

2-01.3(2) Grubbing

In the first paragraph Item 2. e. is revised to read:

e. Upon which embankments will be placed except stumps may be close-cut or trimmed as allowed in Section 2-01.3(1) item 3.

SECTION 2-02, REMOVAL OF STRUCTURES AND OBSTRUCTIONS

January 4, 2010

2-02.3 Construction Requirements

The fourth paragraph is revised to read:

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

SECTION 2-09, STRUCTURE EXCAVATION

January 3, 2011

2-09.3(1)E Backfilling

The sixth paragraph is revised to read:

The water/cement ratio shall be calculated on the total weight of cementitious material. Cementitious materials are those listed in Section 5-05.2.

2-09.3(2) Classification of Structure Excavation

Item number 1 is revised to read:

1. **Class A.** Structure excavation required for bridge and retaining wall footings, geosynthetic retaining wall footings, structural earth walls and sign structure footings, pile or drilled shaft caps, seals, wingwall footings, detention vaults, and noise barrier wall footings shall be classified as Structure excavation Class A. If the excavation requires a cofferdam, structural shoring, or extra excavation, the work outside the neat lines of the Structure excavation Class A shall be classified as shoring or extra excavation Class A.

2-09.3(3)D Shoring and Cofferdams

The 14th paragraph is revised to read:

If soldier piles are placed in drilled holes, and lagging is installed concurrently with the excavation, all backfill above the bottom of the lagging shall consist of controlled density fill or lean concrete. Backfill below the bottom of the lagging may consist of pea gravel. If full-height steel sheet lagging is installed prior to excavation, soldier pile holes may be backfilled with pea gravel.

2-09.4 Measurement

The second sentence in the second paragraph, “**Horizontal Limits**”, is supplemented with the following:

(4) more than 1-foot outside the perimeter of the soil reinforcement area for geosynthetic and structural earth walls.

SECTION 5-02, BITUMINOUS SURFACE TREATMENT

August 2, 2010

5-02.5 Payment

The following pay item and related statements are deleted:

“Asphalt Emulsion Price Adjustment”, by calculation.

SECTION 5-04, HOT MIX ASPHALT

April 4, 2011

5-04.3(5)E Pavement Repair

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

The minimum width of any pavement repair area shall be 42-inches unless shown otherwise in the Plans.

5-04.3(8)A1 General

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

Statistical evaluation will be used for a class of HMA with the same PG grade of asphalt binder, when the Proposal quantities exceed 4,000-tons.

The third paragraph is revised to read:

Nonstatistical evaluation will be used for the acceptance of HMA when the Proposal quantities for a class of HMA, with the same PG grade of asphalt binder, are 4,000-tons or less.

5-04.3(8)A4 Definition of Sampling Lot and Sublot

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

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance with a maximum of 15 sublots per lot; the final lot for a mix design may be increased to 25 sublots

5-04.3(10)B1 General

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

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance with a maximum of 15 sublots per lot; the final lot for a mix design may be increased to 25 sublots.

SECTION 6-01, GENERAL REQUIREMENTS FOR STRUCTURES

August 2, 2010

6-01.6 Load Restrictions on Bridges Under Construction

In the first paragraph “roadway deck” is deleted and replaced with “bridge deck”.

6-01.8 Approaches to Movable Spans

In the first paragraph “roadway” is deleted and replaced with “bridge deck”.

SECTION 7-02, CULVERTS

January 3, 2011

7-02.2 Materials

In the first paragraph, the following three items are inserted after the item "Corrugated Polyethylene Culvert Pipe 9-05.19":

Steel Rib Reinforced Polyethylene Culvert Pipe	9-05.21
High Density Polyethylene (HDPE) Pipe	9-05.23
Polypropylene Culvert Pipe	9-05.25

The third paragraph is revised to read:

Thermoplastic culvert pipe includes solid wall PVC culvert pipe, profile wall PVC culvert pipe, corrugated polyethylene culvert pipe, and polypropylene culvert pipe.

In the ‘Culvert Pipe Schedules’ table, the last column is revised to read:

Thermoplastic PE ¹ , PVC ² or PP ³
PE, PVC, or PP

PE, PVC, or PP
PE, PVC, or PP
None

The footnotes below the ‘Culvert Pipe Schedules’ table are supplemented with the following:

3 Polypropylene pipe

7-02.5 Payment

This section is supplemented with the following:

“Steel Rib Reinforced Polyethylene Culvert Pipe ____ In. Diam.”, per linear foot.

“High Density Polyethylene (HDPE) Pipe ____ In. Diam.”, per linear foot.

“Polypropylene Culvert Pipe ____ In. Diam.”, per linear foot.

**SECTION 8-01, EROSION CONTROL AND WATER POLLUTION CONTROL
April 4, 2011**

8-01.2 Materials

In the first paragraph, the following is inserted after the first sentence:

Corrugated Polyethylene Drain Pipe 9-05.1(6)

8-01.3(1) General

In the sixth paragraph, the first sentence is revised to read:

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

In the seventh paragraph the first two sentences are deleted.

The table in the seventh paragraph is revised to read:

Western Washington (West of the Cascade Mountain crest)

May 1 through September 30 17 Acres

October 1 through April 30 5 Acres

Eastern Washington (East of the Cascade Mountain crest.)

April 1 through October 31 17 Acres

November 1 through March 31 5 Acres

The eighth paragraph is revised to read:

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

The ninth paragraph is revised to read:

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

The 10th paragraph is revised to read:

Erodible earth not being worked, whether at final grade or not, shall be covered within the specified time period, (see the tables below) using an approved soil covering practice.

Western Washington (West of the Cascade Mountain crest)

October 1 through April 30 2-days maximum

May 1 to September 30 7-days maximum

Eastern Washington (East of the Cascade Mountain crest.)

October 1 through June 30 5-days maximum

July 1 through September 30 10-days maximum

8-01.3(1)A Submittals

This section is revised to read:

When a Temporary Erosion and Sediment Control (TESC) Plan is included in the Plans, the Contractor shall either adopt or modify the existing TESC Plan. If modified, the Contractor's TESC Plan shall meet all requirements of Chapter 6-2 of the current edition of the WSDOT Highway Runoff Manual. The Contractor shall provide a schedule for TESC Plan implementation and incorporate it into the Contractor's progress schedule. The Contractor shall obtain the Engineer's approval of the TESC Plan and schedule prior to the beginning of Work. The TESC Plan shall cover all areas that maybe affected inside and outside the limits of the project (including all Contracting Agency-provided sources, disposal sites, and haul roads, and all nearby land, streams, and other bodies of water).

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

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

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

8-01.3(1)C Water Management

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

Number 3., is revised to read:

3. Offsite Water

Prior to disruption of the normal watercourse, the Contractor shall intercept the offsite stormwater and pipe it either through or around the project site. This water shall not be combined with onsite

stormwater. It shall be discharged at its pre-construction outfall point in such a manner that there is no increase in erosion below the site. The method for performing this Work shall be submitted by the Contractor for the Engineer's approval.

8-01.3(1)D Dispersion/Infiltration

This section is revised to read:

Water shall be conveyed only to dispersion or infiltration areas designated in the TESC Plan or to sites approved by the Engineer. Water shall be conveyed to designated dispersion areas at a rate such that, when runoff leaves the area, and enters waters of the State, turbidity standards are achieved. Water shall be conveyed to designated infiltration areas at a rate that does not produce surface runoff.

8-01.3(2)B Seeding and Fertilizing

The fourth paragraph is revised to read:

The seed applied using a hydroseeder shall have a tracer added to visibly aid uniform application. This tracer shall not be harmful to plant, aquatic or animal life. If Short Term Mulch is used as a tracer, the application rate shall not exceed 250-pounds per acre.

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

8-01.3(2)D Mulching

In the second paragraph, the second sentence is revised to read:

Wood strand mulch shall be applied by hand or by straw blower on seeded areas.

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

The fourth paragraph is revised to read:

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

8-01.3(2)E Tacking Agent and Soil Binders

The following new paragraph is inserted at the beginning of this Section:

Tacking agent or soil binders applied using a hydroseeder shall have a mulch tracer added to visibly aid uniform application. This tracer shall not be harmful to plant, aquatic or animal life. If Short Term Mulch is used as a tracer, the application rate shall not exceed 250-pounds per acre.

The third sentence in the first paragraph below "**Soil Binding Using Polyacrylamide (PAM)**" is revised to read:

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

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

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

Soil Binding Using Moderate Term Mulch

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

The last paragraph including titled is revised to read:

Soil Binding Using Long Term Mulch

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

8-01.3(2)F Dates for Application of Final Seed, Fertilizer, and Mulch

The first paragraph is revised to read:

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

Western Washington¹
(West of the Cascade Mountain crest)
March 1 through May 15
September 1 through October 1

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

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

8-01.3(2)G Protection and Care of Seeded Areas

The first paragraph is revised to read:

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

In the second paragraph, number 1. is revised to read:

1. At the Contractor’s expense, seed, fertilizer and mulch shall be reapplied in areas that have been damaged through any cause prior to final inspection, and reapplied to areas that have failed to receive a uniform application at the specified rate.

8-01.3(2)H Inspection

The first sentence is revised to read:

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

The third sentence is revised to read:

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

SECTION 8-11, GUARDRAIL
August 2, 2010

8-11.3(1)A Erection of Posts

The second paragraph is supplemented with the following sentence:

New installations of guardrail shall have steel posts or as otherwise shown in the Plans.

8-11.3(1)D Terminal and Anchor Installation

The fifth paragraph is supplemented with the following sentence:

For new terminal installations steel posts shall be used unless shown otherwise in the Plans.

SECTION 8-12, CHAIN LINK FENCE AND WIRE FENCE
April 4, 2011

8-12.5 Payment

The following new paragraph is inserted after the bid item "Chain Link Fence Type ___":

The unit contract price per linear foot for "Chain Link Fence Type ___" shall be full compensation for brace posts installation and all other requirements for Chain Link Fence, of Section 8-12, unless covered in a separate bid item in this subsection.

SECTION 8-15, RIPRAP
January 4, 2010

8-15.2 Materials

The referenced sections for the following items are revised to read:

Heavy Loose Riprap	9-13
Light Loose Riprap	9-13
Hand Placed Riprap	9-13
Sack Riprap	9-13
Quarry Spalls	9-13

SECTION 8-21, PERMANENT SIGNING
April 4, 2011

8-21.3(4) Sign Removal

In the fourth paragraph, the following sentence is inserted after the second sentence:

Where signs are removed from existing overhead sign Structures, the existing vertical sign support braces shall also be removed.

In the fourth paragraph, the third sentence is revised to read:

Aluminum signs, wood signs, wood sign posts, wood structures, metal sign posts, wind beams, and other metal structural members, and all existing fastening hardware connecting such members being removed, shall become the property of the Contractor and shall be removed from the project.

8-21.3(9)F Foundations

In the ninth paragraph, the following new statement is inserted as number 1. Existing numbers 1 through 6 of the ninth paragraph shall be renumbered to 2 through 7.

1. Foundation excavations shall conform to the requirements of Section 2-09.3(3).

In the tenth paragraph, item number 2 is revised to read:

2. Steel reinforcement, including spiral reinforcing, shall conform to Section 9-07.2.

8-21.3(9)G Identification Plates

This section including title is revised to read:

8-21.3(9)G Sign Structure Identification Information

Whenever existing bridge mounted sign brackets, cantilever sign structures, or sign bridge structures are removed from their anchorage, whether temporary or permanent, the Contractor shall provide the sign structure identification information, attached to the sign structures, to the Engineer. The identification information may be in the form of a riveted plate, sticker, or other means.

8-21.3(12) Steel Sign Posts

This section is supplemented with the following:

For roadside sign structures on SB-1, SB-2, or SB-3 slip bases, the Contractor shall use the following procedures and manufacturer's recommendations:

1. The Contractor shall assemble the perforated square steel post or solid square steel post to the upper slip plate with bolts, nuts, and washers as shown in the Plans.
2. The three bolts connecting the upper and lower slip plates shall be tightened using as a torque wrench to the torque, following the procedures in the Plans.

For roadside structures on ST-2 and ST-4 sign supports, the Contractor shall use the following procedures:

1. The Contractor shall assemble the perforated square steel post to the lower sign post support with bolts, nuts, and washers as shown in the Plans.

SECTION 8-22, PAVEMENT MARKING

August 2, 2010

8-22.1 Description

In the second paragraph, the last sentence is revised to read:

Traffic letters used in word messages shall be sized as shown in the Plans.

8-22.4 Measurement

In the sixth paragraph "Painted Line" is revised to read "Paint Line".

SECTION 9-01, PORTLAND CEMENT

April 5, 2010

9-01.2(1) Portland Cement

In the first paragraph, all the text after "shall not exceed 8-percent by weight" is deleted and the paragraph ends.

In the second paragraph, "per" is revised to read "in accordance with".

SECTION 9-05, DRAINAGE STRUCTURES, CULVERTS, AND CONDUITS

January 3, 2011

9-05.2(8) Perforated Corrugated Polyethylene Underdrain Pipe (12-inch through 60-inch)

This section including title is revised to read:

9-05.2(8) Perforated Corrugated Polyethylene Underdrain Pipe, Couplings and Fittings (12-inch through 60-inch)

Perforated corrugated polyethylene underdrain pipe, couplings and fittings, 12-inch through 60-inch diameter maximum, shall meet the requirements of AASHTO M 294 Type CP or Type SP. Type CP shall be Type C pipe with Class 2 perforations and Type SP shall be Type S pipe with either Class 1 or Class 2 perforations. Additionally, Class 2 perforations shall be uniformly spaced along the length and circumference of the pipe.

9-05.12(2) Profile Wall PVC Culvert Pipe, Profile Wall PVC Storm Sewer Pipe, and Profile Wall PVC Sanitary Sewer Pipe

In the fourth paragraph, the word "producer's" is revised to read "Manufacturer's".

9-05.13 Ductile Iron Sewer Pipe

The second and third paragraphs are revised to read:

Ductile iron pipe shall conform to ANSI A 21.51 or AWWA C151 and shall be cement mortar lined and have a 1- mil seal coat per AWWA C104, or a Ceramic Filled Amine cured Novalac Epoxy lining, as indicated on the Plans or in the Special Provisions. The ductile iron pipe shall be Special Thickness Class 50, Minimum Pressure Class 350, or the Class indicated on the Plans or in the Special Provisions.

Nonrestrained joints shall be either rubber gasket type, push on type, or mechanical type meeting the requirements of AWWA C111.

9-05.19 Corrugated Polyethylene Culvert Pipe

This sections title is revised to read:

9-05.19 Corrugated Polyethylene Culvert Pipe, Couplings, and Fittings

The first paragraph is revised to read:

Corrugated polyethylene culvert pipe, couplings, and fittings, shall meet the requirements of AASHTO M 294 Type S or D for pipe 12-inch to 60-inch diameter with silt-tight joints.

9-05.20 Corrugated Polyethylene Storm Sewer Pipe

This sections title is revised to read:

9-05.20 Corrugated Polyethylene Storm Sewer Pipe, Couplings, and Fittings

In the first paragraph, the first sentence is revised to read:

Corrugated polyethylene storm sewer pipe, couplings, and fittings shall meet the requirements of AASHTO M 294 Type S or D.

Section 9-05 is supplemented with the following new sub-sections:

9-05.21 Steel Rib Reinforced Polyethylene Culvert Pipe

Steel rib reinforced polyethylene culvert pipe shall meet the requirements of ASTM F2562 Class 1 for steel reinforced thermoplastic ribbed pipe and fittings for pipe 24-inch to 60-inch diameter with silt-tight joints.

Silt-tight joints for steel reinforced polyethylene culvert pipe shall be made with a bell/bell or bell and spigot coupling and incorporate the use of a gasket conforming to the requirements of ASTM F 477. All gaskets shall be installed on the pipe by the manufacturer.

Qualification for each manufacturer of steel reinforced polyethylene culvert pipe requires an approved joint system and a formal quality control plan for each plant proposed for consideration.

A Manufacturer's Certificate of Compliance shall be required and shall accompany the materials delivered to the project. The certificate shall clearly identify production lots for all materials represented. The Contracting Agency may conduct verification tests of pipe stiffness or other properties as it deems appropriate.

9-05.22 Steel Rib Reinforced Polyethylene Storm Sewer Pipe

Steel rib reinforced polyethylene storm sewer pipe shall meet the requirements of ASTM F2562 Class 1 for steel reinforced thermoplastic ribbed pipe and fittings. The maximum diameter for steel reinforced polyethylene storm sewer pipe shall be the diameter for which a manufacturer has submitted a qualified joint. Qualified manufacturers and approved joints are listed in the Qualified Products Lists. Fittings shall be rotationally molded, injection molded, or factory welded.

All joints for steel reinforced polyethylene storm sewer pipe shall be made with a bell and spigot coupling and conform to ASTM D 3212 using elastomeric gaskets conforming to ASTM F 477. All gaskets shall be installed on the pipe by the manufacturer.

Qualification for each manufacturer of steel reinforced polyethylene storm sewer pipe requires joint system conformance to ASTM D 3212 using elastomeric gaskets conforming to ASTM F 477 and a formal quality control plan for each plant proposed for consideration.

A Manufacturer's Certificate of Compliance shall be required and shall accompany the materials delivered to the project. The certificate shall clearly identify production lots for all materials represented. The Contracting Agency may conduct verification tests of pipe stiffness or other properties as it deems appropriate.

9-05.23 High Density Polyethylene (HDPE) Pipe

HDPE pipe shall be manufactured from resins meeting the requirements of ASTM D3350 with a cell classification of 345464C and a Plastic Pipe Institute (PPI) designation of PE 3408.

The pipes shall have a minimum standard dimension ratio (SDR) of 32.5.

HDPE pipe shall be joined into a continuous length by an approved joining method.

The joints shall not create an increase in the outside diameter of the pipe. The joints shall be fused, snap together or threaded. The joints shall be water tight, rubber gasketed if applicable, and pressure testable to the requirements of ASTM D 3212.

Joints to be welded by butt fusion, shall meet the requirements of ASTM F 2620 and the manufacturer's recommendations. Fusion equipment used in the joining procedure shall be capable of meeting all conditions recommended by the pipe manufacturer, including but not limited to fusion temperature, alignment, and fusion pressure. All field welds shall be made with fusion equipment equipped with a Data Logger. Temperature, fusion pressure and a graphic representation of the fusion cycle shall be part of the Quality Control records. Electro fusion may be used for field closures as necessary. Joint strength shall be equal or greater than the tensile strength of the pipe.

Fittings shall be manufactured from the same resins and Cell Classification as the pipe unless specified otherwise in the Plans or Specifications. Butt fusion fittings and Flanged or Mechanical joint adapters shall have a manufacturing standard of ASTM D3261. Electro fusion fittings shall have a manufacturing standard of ASTM F1055.

HDPE pipe to be used as liner pipe shall meet the requirements of AASHTO M 326 and this specification.

The supplier shall furnish a Manufacturer's Certification of Compliance stating the materials meet the requirements of ASTM D 3350 with the correct cell classification with the physical properties listed above. The supplier shall certify the dimensions meet the requirements of ASTM F 714 or as indicated in this Specification or the Plans.

At the time of manufacture, each lot of pipe, liner, and fittings shall be inspected for defects and tested for Elevated Temperature Sustain Pressure in accordance with ASTM F 714. The Contractor shall not install any pipe that is more than 2 years old from the date of manufacture.

At the time of delivery, the pipe shall be homogeneous throughout, uniform in color, free of cracks, holes, foreign materials, blisters, or deleterious faults.

Pipe shall be marked at 5 foot intervals or less with a coded number which identifies the manufacturer, SDR, size, material, machine, and date on which the pipe was manufactured.

9-05.24 Polypropylene Culvert Pipe, Polypropylene Storm Sewer Pipe, and Polypropylene Sanitary Sewer Pipe

Polypropylene Culvert Pipe, Polypropylene Storm Sewer Pipe and Polypropylene Sanitary Sewer pipe shall conform to the following requirements:

1. For pipe sizes up to 30 inches: ASTM F2736.
2. For pipe sizes from 30 to 60 inches: ASTM F2764.
3. Fittings shall be factory welded, injection molded or PVC.

All joints for corrugated polypropylene pipe shall be made with a bell/bell or bell and spigot coupling and shall conform to ASTM D3212 using elastomeric gaskets conforming to ASTM F477. All gaskets shall be factory installed on the pipe in accordance with the producer's recommendations.

Qualification for each producer of corrugated polypropylene storm sewer pipe requires joint system conformance to ASTM D3212 using elastomeric gaskets conforming to ASTM F477 and a formal quality control plan for each plant proposed for consideration.

A Manufacturer's Certificate of Compliance shall be required and shall accompany the materials delivered to the project. The certificate shall clearly identify production lots for all materials represented. The Contracting Agency may conduct verification tests of pipe stiffness or other properties deems appropriate.

SECTION 9-06, STRUCTURAL STEEL AND RELATED MATERIALS

April 4, 2011

9-06.5(3) High Strength Bolts

The first paragraph is revised to read:

High-strength bolts for structural steel joints shall conform to either AASHTO M 164 Type 1 or 3 or AASHTO M 253 Type 1 or 3, as specified in the Plans or Special Provisions. Tension control bolt assemblies, meeting all requirements of ASTM F 1852 may be substituted where AASHTO M 164 high strength bolts and associated hardware are specified.

The second paragraph is revised to read:

When specified in the Plans or Special Provisions to be galvanized, tension control bolt assemblies shall be galvanized after fabrication in accordance with ASTM B 695 Class 55 Type I.

The third paragraph is revised to read:

Bolts conforming to AASHTO M 253 shall not be galvanized.

The fourth paragraph is revised to read:

Bolts for unpainted and nongalvanized structures shall conform to either AASHTO M 164 Type 3, AASHTO M 253 Type 3, or ASTM F 1852 Type 3, as specified in the Plans or Special Provisions.

The fifth paragraph is revised to read:

Nuts for high strength bolts shall meet the following requirements:

AASHTO M 164 Bolts

Type 1 (black) AASHTO M 291 Grade C, C3, D, DH and DH3

AASHTO M 292 Grade 2H

Type 3 (black weathering)

AASHTO M 291 Grade C3 and DH3

Type 1 (hot-dip galvanized)

AASHTO M 291 Grade DH

AASHTO M 292 Grade 2H

AASHTO M 253 Bolts

Type 1 (black) AASHTO M 291 Grade DH, DH3

AASHTO M 292 Grade 2H

Type 3 (black weathering)

AASHTO M 291 Grade DH3

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

Washers for AASHTO M 164 and AASHTO M 253 bolts shall meet the requirements of AASHTO M 293 and may be circular, beveled, or extra thick as required.

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

Approval from the Engineer to use lock-pin and collar fasteners shall be received by the Contractor prior to use.

The number 2 foot note reference in the table is deleted.

The last row of the table is revised to read:

<p>*Manufacturer's Certificate of Compliance — samples not required. 1 Nuts, washers, load indicator devices, and tension control bolt assemblies shall be sampled at the same frequency as the bolts.</p>
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9-06.16 Roadside Sign Structures

The first paragraph is revised to read:

All bolts, nuts, washers, cap screws, and coupling bolts shall conform to AASHTO M 164 and Section 9-06.5(3), except as noted otherwise. All connecting hardware shall be galvanized after fabrication in accordance with AASHTO M 232.

The sixth paragraph is revised to read:

The heavy-duty anchor (lower sign post support) used for perforated square steel posts (ST-4) shall meet the requirements of ASTM A 500 Grade B and shall be hot-dipped galvanized.

The following two new paragraphs are inserted after the sixth paragraph:

The bolts for connecting square steel posts to the upper slip plate SB-1, SB-2, or SB-3 shall be either corner bolts and conform to ASTM F 568 Class 4.6, zinc coated, or shoulder flange bolts and conform to ASTM A 29, zinc coated, or commercial bolts stock and conform to ASTM A 307, zinc coated.

The bolts connecting perforated square steel posts to the lower sign post support (ST-2 or ST-4) shall conform to ASTM A 307, Grade A and galvanized. The bolts connecting the lower slip plate (SB-1, SB-2, or SB-3) to the heavy duty anchor (lower sign post support ST-4) shall conform to ASTM A 307 and galvanized. The bolt stop for ST-2 and ST-4 shall conform to ASTM A 307, Grade A and galvanized.

SECTION 9-13, RIPRAP, QUARRY SPALLS, SLOPE PROTECTION, AND ROCK WALLS April 4, 2011

In all tables of this section, "Specific Gravity" is revised to read "Specific Gravity SSD".

This sections title is revised to read:

RIPRAP, QUARRY SPALLS, SLOPE PROTECTION, ROCK FOR EROSION AND SCOUR PROTECTION AND ROCK WALLS

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

Riprap shall consist of broken stone, or broken concrete rubble.

9-13.3 Sack Riprap

This section including title is revised to read:

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

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

9-14.1 Soil

9-14.1(1) Topsoil Type A

Topsoil Type A shall be as specified in the Special Provisions.

9-14.1(2) Topsoil Type B

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

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

9-14.1(3) Topsoil Type C

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

9-14.2 Seed

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

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

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

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

9-14.3 Fertilizer

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

Fertilizer shall be supplied in one of the following forms:

1. A dry free-flowing granular fertilizer, suitable for application by agricultural fertilizer spreader.
2. A soluble form that will permit complete suspension of insoluble particles in water, suitable for application by power sprayer.
3. A homogeneous pellet, suitable for application through a ferti-blast gun.
4. A tablet or other form of controlled release with a minimum of a six month release period.
5. A liquid suitable for application by a power sprayer or hydroseeder.

9-14.4 Mulch and Amendments

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

9-14.4(1) Straw

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

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

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

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

9-14.4(2) Hydraulically Applied Erosion Control Products (HECPs)

All HECPs shall be biodegradable and in a dry condition free of noxious weeds, seeds, chemical printing ink, germination inhibitors, herbicide residue, chlorine bleach, rock, metal, plastic, and other materials detrimental to plant life. Up to 5 percent by weight may be photodegradable material.

The HECP shall be suitable for spreading with a hydroseeder.

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

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

Properties	Test Method	Requirements
Acute Toxicity	EPA-821-R-02-012 Methods for Measuring Acute Toxicity of Effluents. Test leachate from recommended application rate receiving 2 inches of rainfall per hour using static test for No-Observed-Adverse-Effect-Concentration (NOEC)	Four replicates are required with No statistically significant reduction in survival in 100% leachate for a Daphnid at 48 hours and <i>Oncorhynchus mykiss</i> (rainbow trout) at 96 hours
Solvents	EPA 8260B	Benzene - < 0.03 mg/kg Methylene chloride – 0.02 mg/kg

		Naphthalene – < 5 mg/kg Tetrachloroethylene – < 0.05 mg/kg Toluene – < 7 mg/kg Trichloroethylene – < 0.03 mg/kg Xylenes – < 9 mg/kg		
Heavy Metals	EPA 6020A Total Metals	Antimony – < 4 mg/kg Arsenic – < 6 mg/kg Barium – < 80 mg/kg Boron – < 100 mg/kg Cadmium – < 2 mg/kg Chromium – < 2 mg/kg Copper – < 5 mg/kg Lead – < 5 mg/kg Mercury – < 2 mg/kg Nickel – < 2 mg/kg Selenium – < 10 mg/kg Strontium – < 30 mg/kg Zinc – < 5 mg/kg		
Water Holding Capacity	ASTM D 7367	900 percent minimum		
Organic Matter Content	ASTM D 586	90 percent minimum		
Moisture Content	ASTM D 644	15 percent maximum		
Seed Germination Enhancement	ASTM D 7322	Long Term	Moderate Term	Short Term
		420 percent minimum	400 percent minimum	200 percent minimum

If the HECF contains cotton or straw, the Contractor shall provide documentation that the material has been steam or heat treated to kill seeds, or shall provide U.S., Washington, or other State's Department of Agriculture laboratory test reports, dated within 90 days prior to the date of application, showing there are no viable seeds in the mulch.

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

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

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

9-14.4(2)A Long Term Mulch

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

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

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

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

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

Table 1 Long Term Mulch Test Requirements

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

9-14.4(2)B Moderate Term Mulch

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

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

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

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

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

Table 2 Moderate Term Mulch Test Requirements

Properties	Test Method	Requirements
Performance in Protecting Slopes from Rainfall-Induced Erosion	ASTM D 6459 - Test in one soil type. Soil tested shall be sandy loam as defined by the NRCS Soil Texture Triangle	C Factor = 0.05 maximum using Revised Universal Soil Loss Equation (RUSLE)

9-14.4(2)C Short Term Mulch

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

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

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

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

Table 3 Short Term Mulch Test Requirements

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

9-14.4(3) Bark or Wood Chips

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

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

Sieve Size	Percent Passing	
	Minimum	Maximum
2"	95	100
No. 4	0	30

9-14.4(4) Wood Strand Mulch

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

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

9-14.4(5) Lime

Agriculture lime shall be of standard manufacture, flour grade or in pelletized form, meeting the requirements of ASTM C 602.

9-14.4(6) Gypsum

Gypsum shall consist of Calcium Sulfate (CaSO₄·2H₂O) in a pelletized or granular form. 100 percent shall pass through a No. 8 sieve.

9-14.4(7) Tackifier

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

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

Table 4 Tackifier Test Requirements

Properties	Test Method	Requirements
Heavy Metals Solvents Acute Toxicity	See Table in Section 9-14.4(2). Test at manufacturer's recommended application rate	See Table in Section 9-14.4(2)
Viscosity	ASTM D 2364. Testing shall be performed by an accredited, independent laboratory	4000 cPs minimum

9-14.4(7)A Organic Tackifier

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

9-14.4(7)B Synthetic Tackifier

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

SECTION 9-16, FENCE AND GUARDRAIL

August 2, 2010

9-16.3(2) Posts and Blocks

This section in its entirety is revised to read:

Posts and blocks may be of creosote, pentachlorophenol, waterborne chromate copper arsenate (CCA), ammoniacal copper arsenate (ACA), or ammoniacal copper zinc arsenate (ACZA), treated timber or galvanized steel (galvanized steel posts only –no blocks). Blocks made from alternate materials that meet

the NCHRP Report 350 or MASH criteria may be used in accordance with the manufacturer's recommendations. Wood posts and blocks may be surface four sides (S4S) or rough sawn.

Posts and blocks shall be of the size, length and type as shown in the Plans and meet the requirements of the below Specifications.

Timber posts and blocks shall conform to the grade specified in Section 9-09.2. Timber posts and blocks shall be fabricated as specified in the Plans before being treated. Timber posts and blocks shall be treated by the empty cell process to provide a minimum retention, depending on the treatment used, according to the following:

Creosote oil	10.0	lbs.	pcf
Pentachlorophenol	0.50	lbs.	pcf
ACA	0.50	lbs.	pcf
ACZA	0.50	lbs.	pcf
CCA	0.50	lbs	pcf

Treatment shall be in accordance with Section 9-09.3.

Galvanized steel posts, and base plates, where used, shall conform to either ASTM A36 or ASTM A992, and shall be galvanized in accordance with AASHTO M 111. Welding shall conform to Section 6-03.3(25). All fabrication shall be completed prior to galvanizing.

Steel posts for weathering steel beam guardrail shall be in accordance with one of the following two methods:

- 1 Galvanized Powder Coated Steel Posts: These posts shall conform to ASTM A36 or ASTM A992 and galvanized in accordance with AASHTO M 111. Powder Coating Galvanized Surfaces done in accordance with Sections: 6-07.3(11)B, 9-08.2. and 9-08.1(8). Only the top thirty inches on any post length shall be powder coated.
2. Galvanized Weathering Steel Posts: These posts shall conform to ASTM A588 steel and be galvanized in accordance with AASHTO M 111. Thirty inches, on any post length, shall not be galvanized for exposure above ground.

SECTION 9-22, MONUMENT CASES

January 4, 2010

9-22.1 Monument Cases, Covers, and Risers

In the first sentence, "Class 30B" is revised to read "Class 35B".

SECTION 9-32, MAILBOX SUPPORT

April 4, 2011

9-32.2 Bracket, Platform, and Anti-Twist Plate

This section is revised to read:

The bracket, platform, and anti-twist plate shall be 16 gage sheet steel, conforming to ASTM A1011 or ASTM A1008.

SECTION 9-34, PAVEMENT MARKING MATERIAL
January 3, 2011

9-34.1 General

The item 'High VOC Solvent Based Paint' is deleted.

9-34.2 Paint

In the first paragraph, the first sentence is revised to read:

White and yellow paint shall comply with the Specifications for low VOC solvent based paint or low VOC waterborne paint.

9-34.2(1) High VOC Solvent Based Paint

This section including title is revised to read:

9-34.2(1) Vacant

SECTION 9-35, TEMPORARY TRAFFIC CONTROL MATERIALS
January 4, 2010

9-35.0 General Requirements

In the first paragraph, the item "Truck Mounted Attenuator" is revised to read "Transportable Attenuator".

In the second paragraph, the third sentence is revised to read:

Unless otherwise noted, Requests for Approval of Material (RAM) and Qualified Products List (QPL) submittals are not required.

9-35.12 Truck-Mounted Attenuator

This section including title is revised to read:

9-35.12 Transportable Attenuator

Transportable attenuators are Truck-Mounted Attenuators (TMA) or Trailer-Mounted Attenuators (TMA-trailer). The transportable attenuator shall be mounted on, or attached to a host vehicle with a minimum weight of 15,000 pounds and a maximum weight in accordance with the manufacturer's recommendations. Ballast used to obtain the minimum weight requirement, or any other object that is placed on the vehicle shall be securely anchored such that it will be retained on the vehicle during an impact. The Contractor shall provide certification that the transportable attenuator complies with NCHRP 350 Test level 3 requirements. Lighter host vehicles proposed by the Contractor are subject to the approval of the Engineer. The Contractor shall provide the Engineer with roll-ahead distance

calculations and crash test reports illustrating that the proposed host vehicle is appropriate for the attenuator and the site conditions.

The transportable attenuator shall have a chevron pattern on the rear of the unit. The standard chevron pattern shall consist of 4-inch yellow stripes, alternating non-reflective black and retro-reflective yellow sheeting, slanted at 45 degrees in an inverted "V" with the "V" at the center of the unit.

This section is supplemented with the following new sub-sections:

9-35.12(1) Truck-Mounted Attenuator

The TMA may be selected from the approved units listed on the QPL or submitted using a RAM.

The TMA shall have an adjustable height so that it can be placed at the correct elevation during usage and to a safe height for transporting. If needed, the Contractor shall install additional lights to provide fully visible brake lights at all times.

9-35.12(2) Trailer-Mounted Attenuator

The TMA-trailer may be selected from the approved units listed on the QPL or submitted using a RAM.

If needed, the Contractor shall install additional lights to provide fully visible brake lights at all times.

9-35.12(3) Submittal Requirements

For transportable attenuators listed on the QPL, the Contractor shall submit the QPL printed page or a QPL Acceptance Code entered on the RAM (WSDOT Form 350-071EF) for the product proposed for use to the Engineer for approval. The Contractor shall submit a RAM for transportable attenuators not listed on the QPL.