

2012-610

# **CONTRACT PROVISIONS AND PLANS**

**For Construction of:**

**CE 1965 ER&R - CRUSHING & STOCKPILING 2013**

**C. MOORE QUARRY QS-R-185**

**Benton County, Washington**

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**BENTON COUNTY  
DEPARTMENT OF PUBLIC WORKS**



Bid No.: CB-12-04

OFFICE OF THE COUNTY ENGINEER  
BENTON COUNTY

NOTICE TO ALL PLANHOLDERS

Sealed bids for C.E. 1965 ER&R – CRUSHING AND STOCKPILING 2013, shall be received by the Benton County Engineer, Benton County Courthouse, 620 Market St., P. O. Box 1001, Prosser, Washington 99350-0954 until 1:30 p.m., Local Time, Tuesday, December 4, 2012. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME. Bids are to be opened on Tuesday, December 4, 2012, at 2:00 p.m., Local Time, in the Public Works office of the Benton County Courthouse, 620 Market St., Prosser, Washington. Contractor's Bid Proposal shall include the complete Proposal, consisting of four (4) pages, plus Proposal Bond form, and be enclosed in a sealed envelope marked, "BID FOR CRUSHING & STOCKPILING 2013".

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.

"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."

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 \$25.00. 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.



10/16/2012

Approved as to form:

Deputy Prosecuting Attorney

10-9-12

Date

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## INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2012 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.

#### 1. Section 1-01, Definition and Terms August 6, 2012

##### 1-01.3 Definitions

The definition for “**Bid Documents**” is revised to read:

The component parts of the proposed Contract which may include, but are not limited to, the Proposal Form, the proposed Contract Provisions, the proposed Contract Plans, Addenda, and, for projects with Contracting Agency subsurface investigations, the Summary of Geotechnical Conditions and subsurface boring logs (if any).

The definition for “**Superstructures**” is revised to read:

The part of the Structure *above*:

1. The bottom of the grout pad for the simple and continuous span bearing, or
2. The bottom of the block supporting the girder, or
3. Arch skewback and construction joints at the top of vertical abutment members or rigid frame piers.

Longitudinal limits of the Superstructure extend from end to end of the Structure in accordance with the following criteria:

1. From the face of end diaphragm abutting the bridge approach embankment for end piers without expansion joints, or
2. From the end pier expansion joint for bridges with end pier expansion joints.

Superstructures include, but are not limited to, the bottom slab and webs of box girders, the bridge deck and diaphragms of all bridges, and the sidewalks when shown on the bridge deck. The Superstructure also includes the girders, expansion joints, bearings, barrier, and railing attached to the Superstructure when such Superstructure components are not otherwise covered by separate unit measured or lump sum bid items.

Superstructures do not include endwalls, wingwalls, barrier and railing attached to the wingwalls, and cantilever barriers and railings unless supported by the Superstructure.

**2. Section 1-02, Bid Procedures and Conditions  
January 2, 2012**

**1-02.4(2) Subsurface Information**

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

If the Contracting Agency has made subsurface investigation of the site of the proposed work, the boring log data, soil sample test data, and geotechnical recommendations reports obtained by the Contracting Agency will be made available for inspection by the Bidders at the location specified in the Special Provisions. The Summary of Geotechnical Conditions, as an appendix to the Special Provisions, and the boring logs shall be considered as part of the Contract.

**3. Section 1-03, Award and Execution of Contract  
April 2, 2012**

**1-03.1(1) Tied Bids**

This section's title is revised to read:

**1-03.1(1) Identical Bid Totals**

**4. Section 1-05, Control of Work  
August 6, 2012**

**1-05.13(1) Emergency Contact List**

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

The list shall include, at a minimum, the Prime Contractor's Project Manager, or equivalent, the Prime Contractor's Project Superintendent, the Erosion and Sediment Control (ESC) Lead and the Traffic Control Supervisor.

**5. Section 1-07, Legal Relations and Responsibilities to the Public  
June 4, 2012**

**1-07.1 Laws to be Observed**

The following two sentences are inserted after the first sentence in the third paragraph:

In particular the Contractor's attention is drawn to the requirements of WAC 296.800 which requires employers to provide a safe workplace. More specifically WAC 296.800.11025 prohibits alcohol and narcotics from the workplace.

**6. Section 1-08, Prosecution and Progress**

**April 2, 2012**

**1-08.1 Subcontracting**

In the eighth paragraph, "Contracting Agency" is revised to read "WSDOT".

**1-08.3(1) General Requirements**

The following new paragraph is inserted after the first paragraph:

Total float belongs to the project and shall not be for the exclusive benefit of any party.

**1-08.7 Maintenance During Suspension**

The second paragraph is revised to read:

At no expense to the Contracting Agency, the Contractor shall provide through the construction area safe, smooth, and unobstructed roadways and pedestrian access routes for public use during the suspension (as required in Section 1-07.23 or the Special Provisions.) This may include a temporary road, alternative pedestrian access route or detour.

**7. Section 1-09, Measurement and Payment**

**August 6, 2012**

**1-09.1 Measurement of Quantities**

The following new sentence is inserted after the sentence "'Ton':2,000 pounds of avoirdupois weight":

Items of payment that have "Lump Sum" or "Force Account" in the Bid Item of Work shall have no specific unit of measurement requirement.

**1-09.2(5) Measurement**

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

The frequency of verification checks will be such that at least one test weekly is performed for each scale used in weighing contract items of Work.

**8. Section 8-01, Erosion Control and Water Pollution Control**

**August 6, 2012**

**8-01.3(2)D Mulching**

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

Short-Term Mulch shall be hydraulically applied at the rate of 2500 pounds per acre and may be applied in one lift.

Moderate-Term Mulch and Long-Term Mulch shall be hydraulically applied at the rate of 3500 pounds per acre with no more than 2000 pounds applied in any single lift.

### **8-01.3(2)E Soil Binders and Tacking Agents**

The first paragraph is revised to read:

Tacking agents 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. A minimum of 125 pounds per acre and a maximum of 250 pounds per acre of Short-Term Mulch shall be used as a tracer.

The last two paragraphs are deleted.

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

In the first paragraph, "Engineer" is revised to read "Project Engineer".

Note 1 of the table in the first paragraph is revised to read:

<sup>1</sup> Where Contract timing is appropriate, seeding, fertilizing, and mulching shall be accomplished during the fall period listed above

The third paragraph is deleted.

### **8-01.3(4) Placing Compost Blanket**

The first paragraph is revised to read:

Compost blanket shall be placed to a depth of 3 inches over bare soil. Compost blanket shall be placed prior to seeding or other planting. An organic tackifier shall be placed over the entire composted area when dry or windy conditions are present or expected before the final application of mulch or erosion control blanket. The tackifier shall be applied immediately after the application of compost to prevent compost from leaving the composted area.

### **8-01.3(5) Placing Plastic Covering**

The second and third paragraphs are revised to read:

Clear plastic covering shall be used to promote seed germination when seeding is performed outside of the Dates for Application of Final Seed in Section 8-01.3(2)F. Black plastic covering shall be used for stockpiles or other areas where vegetative growth is unwanted.

The plastic cover shall be installed and maintained in a way that prevents water from cutting under the plastic and prevents the plastic cover from blowing open in the wind.

### **8-01.3(6) Check Dams**

This section is revised to read:

Check dams shall be installed as soon as construction will allow, or when designated by the Engineer. The Contractor may substitute a different check dam, in lieu of what is specified in the contract, with approval of the Engineer. The check dam is a temporary or permanent structure, built across a minor channel. Water shall not flow through the check dam structure. Check dams shall be constructed in a manner that creates a ponding area upstream of the dam to allow pollutants to settle, with water from increased flows channeled over a spillway in the check dam. The check dam shall be constructed to prevent erosion in the area below the spillway. Check dams shall be placed perpendicular to the flow of water and installed in accordance with the Standard Plans. The outer edges shall extend up the sides of the conveyance to prevent water from going around the check dam. Check dams shall be of sufficient height to maximize

detention, without causing water to leave the ditch. Check dams shall meet the requirements in Section 9-14.5(4).

**8-01.3(7) Stabilized Construction Entrance**

The first paragraph is revised to read:

Temporary stabilized construction entrance shall be constructed in accordance with the Standard Plans, prior to beginning any clearing, grubbing, embankment or excavation. All quarry spall material used for stabilized construction entrance shall be free of extraneous materials that may cause or contribute to track out.

**8-01.3(9)B Gravel Filter, Wood Chip, or Compost Berm**

The first paragraph is revised to read:

Filter berms shall retain sediment and direct flows. The gravel filter berm shall be a minimum of 1 foot in height and shall be maintained at this height for the entire time they are in use. Rock material used for filter berms shall meet the grading requirements in Section 9-03.9(2), but shall not include any recycled materials as outlined in Section 9-03.21.

**8-01.3(9)C Straw Bale Barrier**

This section including title is revised to read:

**8-01.3(9)C Vacant**

**8-01.3(11) Vacant**

This section including title is revised to read:

**8-01.3(11) Outlet Protection**

Outlet protection shall prevent scour at the outlets of ponds, pipes, ditches or other conveyances. All quarry spall material used for outlet protection shall be free of extraneous material and meet the gradation requirements in Section 9-13.6.

**8-01.3(13) Temporary Curb**

This section is revised to read:

Temporary curbs shall divert or redirect water around erodible soils.

Temporary curbs shall be installed along pavement edges to prevent runoff from flowing onto erodible slopes. Water shall be directed to areas where erosion can be controlled. The temporary curbs shall be a minimum of 4 inches in height. Ponding shall not be in roadways.

**8-01.4 Measurement**

The third paragraph is revised to read:

Check dams will be measured per linear foot one time only along the completed check dam. No additional measurement will be made for check dams that are required to be rehabilitated or replaced due to wear.

The ninth paragraph is deleted.

This section is supplemented with the following:

Outlet Protection will be measured per each initial installation at an outlet location.

**8-01.5 Payment**

The bid item "Straw Bale", per each is deleted.

This section is supplemented with the following:

"Outlet Protection", per each.

**9. Section 8-02, Roadside Restoration**

**August 6, 2012**

In this section, "psiPE" is revised to read "PSIPE".

**8-02.3(4)C Topsoil Type C**

In this section, "9-14.1(2)" is revised to read "9-14.1(3)".

**8-02.3(8) Planting**

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

1. Non-Irrigated Plant Material  
West of the summit of the Cascade Range - October 1 to March 1.  
East of the summit of the Cascade Range - October 1 to November 15.

**8-02.5 Payment**

The paragraph following bid item "Coarse Compost", per cubic yard" is revised to read:

The unit Contract price per cubic yard for "Fine Compost", Medium Compost" or "Coarse Compost" shall be full pay for furnishing and spreading the compost onto the existing soil.

**10. Section 9-14, Erosion Control and Roadside Planting**

**August 6, 2012**

**9-14.3 Fertilizer**

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

It may be separate or in a mixture containing the percentage of total nitrogen, available phosphoric acid, and water-soluble potash or sulfur in the amounts specified.

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

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

All HECPs shall be furnished premixed by the manufacturer with Organic or Synthetic Tackifier as specified in Section 9-14.4(7).

The third and fourth rows in Table 1 is revised to read:

Heavy Metals	EPA 6020A Total Metals	Antimony – < 4 mg/kg Arsenic – < 6 mg/kg Barium – < 80 mg/kg Boron – < 160 mg/kg Cadmium – < 2 mg/kg Total Chromium – < 4 mg/kg Copper – < 10 mg/kg Lead – < 5 mg/kg Mercury – < 2 mg/kg Nickel – < 2 mg/kg Selenium – < 10 mg/kg Strontium – < 30 mg/kg Zinc – < 30 mg/kg
Water Holding Capacity	ASTM D 7367	800 percent minimum

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

In the first paragraph, the phrase “within 2 hours of application” is deleted.

**9-14.4(4) Wood Strand Mulch**

The last sentence in the second paragraph is deleted.

This section is supplemented with the following new paragraph:

The Contractor shall provide Material Safety Data Sheet (MSDS) that demonstrates that the product is not harmful to plant life and a test report performed in accordance with WSDOT Test Method 125 demonstrating compliance to this specification prior to acceptance.

**9-14.4(8) Compost**

The second paragraph is revised to read:

Compost production and quality shall comply with WAC 173-350 and for biosolids composts, WAC 173-308.

The third paragraph is to read:

Compost products shall meet the following physical criteria:

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

Fine compost shall meet the following gradation:

Sieve Size	Percent Passing	
	Minimum	Maximum
1”	100	
5/8”	90	100
1/4”	75	100

Note Maximum particle length of 4 inches.

Medium compost shall meet the following gradation:

Sieve Size	Percent Passing	
	Minimum	Maximum
1"	100	
<sup>5</sup> / <sub>8</sub> "	85	100
<sup>1</sup> / <sub>4</sub> "	70	85

Note Maximum particle length of 4 inches. Medium compost shall have a carbon to nitrogen ratio (C:N) between 18:1 and 35:1. The carbon to nitrogen ratio shall be calculated using dry weight of "Organic Carbon" using TMECC 04.01A divided by the dry weight of "Total N" using TMECC 04.02D.

Coarse compost shall meet the following gradation:

Sieve Size	Percent Passing	
	Minimum	Maximum
2"	100	
1"	90	100
<sup>3</sup> / <sub>4</sub> "	70	100
<sup>1</sup> / <sub>4</sub> "	40	60

Note Maximum particle length of 6 inches. Coarse compost shall have a carbon to nitrogen ratio (C:N) between 25:1 and 35:1. The carbon to nitrogen ratio shall be calculated using the dry weight of "Organic Carbon" using TMECC 04.01A divided by the dry weight of "Total N" using TMECC 04.02D.

2. The pH shall be between 6.0 and 8.5 when tested in accordance with U.S. Composting Council TMECC 04.11-A, "1:5 Slurry pH".
3. Manufactured inert material (plastic, concrete, ceramics, metal, etc.) shall be less than 1 percent by weight as determined by U.S. Composting Council TMECC 03.08-A "Classification of Inerts by Sieve Size".
4. Minimum organic matter shall be 40 percent by dry weight basis as determined by U.S. Composting Council TMECC 05.07A "Loss-On-Ignition Organic Matter Method (LOI)".
5. Soluble salt contents shall be less than 4.0 mmhos/cm when tested in accordance with U.S. Composting Council TMECC 04.10 "Electrical Conductivity."
6. Maturity shall be greater than 80 percent in accordance with U.S. Composting Council TMECC 05.05-A, "Germination and Root Elongation".
7. Stability shall be 7-mg CO<sub>2</sub>-C/g OM/day or below in accordance with U.S. Composting Council TMECC 05.08-B "Carbon Dioxide Evolution Rate".
8. The compost product shall originate from organic waste as defined in WAC 173 350 as "Type 1 Feedstocks", "Type 2 Feedstocks", and/or "Type 3 Feedstocks". The Contractor shall provide a list of feedstock sources by percentage in the final compost product.

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

**9-14.4(8)A Compost Approval**

This section’s title is revised to read:

**9-14.4(8)A Compost Submittal Requirements**

The first sentence in this section up until the colon is revised to read:

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

Item No. 2 in the first paragraph is revised to read:

2. A copy of the Solid Waste Handling Permit issued to the manufacturer by the Jurisdictional Health Department in accordance with WAC 173-350 (Minimum Functional Standards for Solid Waste Handling) or for biosolid composts a copy of the Coverage Under the General Permit for Biosolids Management issued to the manufacturer by the Department of Ecology in accordance with WAC 173-308 (Biosolids Management).

**9-14.5(1) Polyacrylamide (PAM)**

The third sentence is replaced with the following two new sentences:

The minimum average molecular weight shall be greater than 5-mg/mole. The charge density shall be no less than 15 percent and no greater than 30 percent.

**9-14.5(2) Erosion Control Blanket**

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

The Contractor shall supply independent test results from the National Transportation Product Evaluation Program (NTPEP) meeting the following requirements in Tables 6 and 7:

**9-14.5(4) Geotextile Encased Check Dam**

This section including title is revised to read:

**9-14.5(4) Check Dams**

All materials used for check dams shall be non-toxic and not pose a threat to wildlife when installed.

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

**9-14.5(4)A Biodegradable Check Dams**

Biodegradable check dams shall meet the following requirements:

Biodegradable Check Dams	Materials
Wattle Check Dam	9-14.5(5)
Compost Sock Check Dam	9-14.5(6)
Coir Log Check Dam	9-14.5(7)

The Contractor may substitute a different biodegradable check dam as long as it complies with the following and is approved by the Engineer:

1. Made of natural plant fiber.
2. Netting if present shall be biodegradable.

**9-14.5(4)B Non-biodegradable Check Dams**

Non-biodegradable check dams shall meet the following requirements:

1. Geotextile materials shall conform to section 9-33 for silt fence.
2. Other such devices that fulfill the requirements of section 9-14.5(4) and shall be approved by the Engineer prior to installation.

**9-14.6(1) Description**

In item No. C in the fourth paragraph, "22-inch" is revised to read "2-inch".

## **SPECIAL PROVISIONS**

The following special provisions are to be used with the State of Washington 2012 STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION, adopted by Benton County, and hereby are made a part of this contract.

The special provisions hereinafter contained shall supersede any conflicting provisions of the standard specifications, and the foregoing supplemental amendments.

Where the terms "State" or "Contracting Agency" appear in the standard specifications and the special provisions, the "County of Benton" shall be used for this contract. Where the terms "Engineer" or "Secretary of Transportation" appear in the standard specifications and the special provisions, "County Engineer of Benton County" shall be used for this contract. Where the terms "Department" or "Department of Transportation" appear in the standard specifications and the special provisions, "Board of Benton County Commissioners" shall be used for this contract. Where the term "Superior Court of Thurston County" appears in the standard specifications and the special provisions, "Superior Court of Benton County" shall be used for this contract.

### **11. DATE AND TIME OF RECEIVING BIDS**

Sealed bids will be received in the office of the Benton County Engineer, P.O. Box 1001, Courthouse, 620 Market Street, Prosser, Washington 99350-0954, until 1:30 p.m., Local Time, Tuesday, December 4, 2012. NO BIDS WILL BE RECEIVED AFTER THAT DATE AND TIME.

### **12. WITHDRAWAL OF BID**

Contractors may withdraw a bid which has been submitted at any time prior to the date and time of opening bids. To accomplish this, a written request by an authorized representative of the Contractor must be submitted to the Benton County Engineer prior to bid opening. After withdrawing a previously submitted bid, the Contractor may submit another bid at any time prior to the date and time of receiving bids.

All materials submitted in response to this request become the property of Benton County and shall not be returned. Selection or rejection of a response does not affect this right.

### **13. DATE AND TIME OF OPENING BIDS**

Sealed bids will be publicly opened and read in the office of the County Engineer, Benton County Courthouse, 620 Market Street, Prosser, Washington, at 2:00 p.m., Local Time, Monday, December 4, 2012.

**14. CONTRACTOR'S REGISTRATION AND PREQUALIFICATION OF BIDDERS**

Only contractors registered in accordance with the contractor's Registration Act, RCW 18.27, may bid on this project. The Contractor shall include his registration number in the bid proposal.

Section 1-02.1 of the standard specifications, Prequalification of Bidders, is not required for this project.

**15. WAGES**

Section 1-07.9 is supplemented with the following:

No workman, laborer, or mechanic employed in the performance of any part of this contract shall be paid less than the "prevailing rate of wage" as incorporated in this contract. This contract is subject to the prevailing wage rates as established by Washington State Department of Labor & Industries.

**16. WAGE RATE FORMS**

Before payment is made by the Local Agency of any sums due under this contract, the Local Agency must receive from the Contractor and each subcontractor a copy of "Statement of Intent to Pay Prevailing Wage Rates" (Form Number F700-029-000) approved by the Washington State Department of Labor and Industries.

Upon completion of this contract, the Local Agency must receive from the Contractor and each subcontractor a copy of "Affidavit of Wages Paid" (Form Number F700-007-000) approved by the State Department of Labor and Industries. These forms will be required before any funds retained, according to the provisions of RCW 60.28.010, are released to the Contractor. Forms may be obtained from the Department of Labor and Industries.

**17. CERTIFICATES FOR PAYMENT**

When the estimate is approved by the County Engineer, he will certify for payment to the Contractor 95% of the estimate.

The amounts retained shall not be paid until after all work required under the contract has been completed and work has been finally accepted by the County. As a prerequisite to the final payment, the Contractor shall make all required submittals and comply with all State and local regulations.

**18. NON-COLLUSION CERTIFICATE**

The non-collusion certificate referred to in Section 1-02.8 of the standard specifications is required on this project. A non-collusion certificate has been included with and made a part of the proposal for this project.

**19. EXECUTION OF CONTRACT**

Section 1-03.3 of the standard specifications is hereby revised to provide ten (10) days instead of twenty (20) days period for Contractor to execute the contract and furnish performance bond.

**20. PROPOSAL BOND**

Should the Contractor desire to submit his proposal guaranty of five percent (5%) in the form of a Proposal Bond, he is required to submit said Proposal Bond using the DOT Form 272-001, which is included as part of this project. For this contract, DOT Form 272-001 has been revised to read: "...shall furnish bond as required by Benton County within a period of **ten (10) days** from .....

**21. PERFORMANCE BOND**

The Contractor to whom this work is awarded will be required to furnish a performance bond executed by a surety company acceptable to the County. Surety to be held firmly bound to the County, guaranteeing the faithful performance of the contract and each and every obligation, covenant or undertaking of the Contractor under said contract and the payment of all obligations arising thereunder.

Said bond shall further indemnify and save harmless the County from any defect or defects in any of the workmanship or materials entering into any part of the work of the Contractor, as defined in the GENERAL CONDITIONS which shall develop or be discovered within one year after the acceptance of such work.

Premiums for contract bond shall be paid by the Contractor.

**22. CONSIDERATION OF BIDS**

Bidders are notified that all bids are likely to be rejected if the lowest responsive bid received exceeds the Engineer's estimate by an unreasonable amount. In the event all bids are rejected for this reason, this project may be deferred for re-advertising for bids until a more competitive situation exists.

**23. MEASUREMENT AND PAYMENT**

The Contractor is required to comply with the provisions of Section 1-09 of the Standard Specifications that require that any claims or causes of action which the Contractor has against Benton County arising from this contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the contract by Benton County.

**24. DELAYS AND EXTENSIONS OF TIME**

Should an extension of time be granted by the County to the Contractor, he shall indemnify and save harmless the County from any loss or damage arising therefrom to the County or to any others, including subcontractors, caused by such extensions of time. Any such extension of time shall be in writing.

**25. CLAIMS FOR ADDITIONAL COST OR TIME**

Overtime, double-shifting, or longer-than-normal single shifts shall be the decision of the Contractor and will not be reason for extra compensation.

**26. CORRECTION OF WORK**

Where items on the County Engineer's "Punch List" have not been corrected prior to expiration of the contract period, it shall, nevertheless, be the responsibility of the Contractor to permanently correct said items after the contract period.

Any work performed by the Contractor in correcting defective work shall be subject to the review and approval of the County Engineer.

**27. TERMINATION BY THE COUNTY**

In the event of termination of the Contract by Benton County for cause in accordance with these contract documents, the Contractor shall have no claim against the County for lost profits or damages due to the termination.

**28. ASSURANCE OF NON-DISCRIMINATION**

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap. All bidders shall sign and return with the Proposal an ASSURANCE OF NON-DISCRIMINATION form, which is attached and hereby made a part of this contract.

**29. COMMUNICATIONS**

All instructions will be given by the County Engineer or his authorized agents. No other instructions shall be recognized. Instructions from the County Engineer will be made to the Contractor or his authorized agent (job superintendent) for distribution to subcontractors or tradesmen on the job.

**30. MUTUAL RESPONSIBILITY**

Should the Contractor sustain any damage through an act or delay in performance of any other Contractor who holds a contract with the County, or through any act or delay in performance of a subcontractor or any such other contractor, the Contractor shall have no claim against the County for such damage; it being understood that the County does not assume any responsibility for the actions of another contractor.

**31. PRECONSTRUCTION CONFERENCE**

Prior to commencing work on this project, a preconstruction conference shall be held at a time mutually convenient to the Contractor and Engineer. Procedures and contract details will be considered.

**32. DESCRIPTION OF WORK**

The contemplated work to be performed under this proposed contract consists of producing and

stockpiling crushed surfacing material for future County maintenance and road projects, quarry reclamation, and other work, all in accordance with the attached contract plans, these contract provisions, and the standard specifications.

### **33. SCOPE OF WORK**

#### **Changes**

Section 1-04.4 paragraph 7 is amended to read as follows:

The Contractor shall proceed with the Work upon receiving:

1. A written change order recommended by the Project Engineer; reviewed by the Public Works Manager, and the County Administrator or his designee; and approved by the County Engineer; or
2. Time is of the essence and in lieu of a possible suspension of work until a written change order is executed, a verbal approval from the County Administrator or from his/her designee and the County Engineer may be given to the Contractor to continue the project.

### **34. PREVENTION OF ENVIRONMENTAL POLLUTION AND PRESERVATION OF PUBLIC NATURAL RESOURCES**

In addition to the requirements of Section 1-07.1 of the standard specifications, the Contractor shall comply with the Benton County Clean Air Authority General Regulation 1. A copy of this General Regulation can be obtained from the Clean Air Authority office located at 650 George Washington Way, Richland, Washington 99352, telephone (509)943-3396. Any required permits or required pollution control plans shall be submitted to the Clean Air Authority by the Contractor. All costs incurred for such permits or plans shall be included in the costs of other items of work involved in the project.

If the Contractor's operations involve work outside the areas covered by the foregoing environmental provisions, he shall advise the Engineer and request a list of any additional environmental provisions covering the area involved.

### **35. LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

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

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

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

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

#### **1-07.2(1) State Sales Tax — Rule 171**

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

#### **1-07.2(2) State Sales Tax — Rule 170**

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

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

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

#### **1-07.2(3) Services**

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

### **1-07.6, Permits and Licenses**

Section 1-07.6 is supplemented with the following:

(\*\*\*\*\*)

The Contracting Agency has obtained the below-listed permit(s) for this project. A copy of the permit(s) can be obtained at the Benton County Public Works Office. All contacts with the permitting agency concerning the below-listed permit(s) shall be through the Engineer. The Contractor shall obtain additional permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable bid items for the work involved.

\*\*\* Department of Natural Resources Surface Mining Permit \*\*\*

(\*\*\*\*\*)

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

### **1-07.7, Load Limits**

Section 1-07.7 is supplemented with the following:

(\*\*\*\*\*)

The Contractor shall comply with all legal restrictions when hauling on County roads. Load limits under Section 1-07.7 shall apply on all Benton County roads outside of the project limits. All seasonal load limits as applied by Benton County shall also apply outside the project limits.

## **36. UTILITIES AND SIMILAR FACILITIES**

Section 1-07.17 is supplemented with the following:

The Contractor shall call the Utility Location Request Center (One-Call Center) for field location not less than two nor more than ten business days before the scheduled date for commencement of excavation which may affect underground utility facilities, unless otherwise agreed upon by the parties involved. A business day is defined as any day other than Saturday, Sunday, or a legal local, State, or Federal holiday. The telephone number for the One-Call Center for this project may be obtained from the Engineer. If no one-number locator service is available, notice shall be provided individually to those owners known to or suspected of having underground facilities within the area of proposed excavation.

The Contractor is alerted to the existence of Chapter 19.122 RCW, a law relating to underground utilities. Any cost to the Contractor incurred as a result of this law shall be at the Contractor's expense.

No excavation shall begin until all known facilities, in the vicinity of the excavation area, have been located and marked.

## **37. ARCHAEOLOGICAL AND HISTORICAL OBJECTS**

It is national and state policy to preserve, for public use, historical and pre-historical objects such as ruins, sites, buildings, artifacts, fossils, or other objects of antiquity that may have significance from a historical or scientific standpoint. Any archaeological or historical objects, which may be encountered by the

Contractor, shall not be further disturbed. The Contractor shall immediately notify the Engineer of any such finds.

The Engineer, through Headquarters Construction, will contact the archaeologist, who will determine if the material is to be salvaged. The Contractor may be required to stop work in the vicinity of the discovery until such determination is made. If the archaeologist determines that the material is to be salvaged, the Engineer may require the Contractor to stop work in the vicinity of the discovery until the salvage is accomplished. Any loss of time suffered by the Contractor due to resulting delays will be adjusted in accordance with section 1-08.8 of the standard specifications.

### **38. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The Contractor shall obtain and keep in force during the term of this contract, public liability and property damage insurance in accordance with the provisions of Section 1-07.18 of the standard specifications.

In addition to the requirements of Section 1-07.18, the Contractor shall comply with the following:

The cost to name the State as being insured as required by Section 1-07.18 shall be reported to the Engineer on DOT Form 421-025, Public Liability and Property Damage Insurance Certification. This certification shall identify only the cost to provide insurance coverage for the State in accordance with Section 1-07.18 and shall not include any cost for the Contractor's portion of the insurance. The Contractor shall make every effort to identify the cost. However, in the event the cost is not identifiable, the Contractor will be permitted to report that fact in order to comply with the requirements of this subsection. The certification shall be submitted to the Engineer as soon as the cost can be identified but not later than when the Contractor signs and returns the Final Contract Voucher Certification for final payment as provided in Section 1-09.9. This certification shall be subject to audit, in accordance with Section 1-09.12, to ensure the costs are properly reported.

### **39. HAULING ON OTHER THAN COUNTY ROADS**

(\*\*\*\*\*)

Whenever the Contractor obtains materials from a source other than that provided by the County or provides a source for materials not designated to come from a source provided by the County and the location of the source necessitates hauling on other than Benton County roads, the Contractor shall, at his own cost and expense, make all arrangements for the use of the haul routes.

### **40. FUNDS**

Benton County funds are involved with this project.

### **41. TIME FOR COMPLETION**

This project shall be completed in its entirety by February 15, 2013. The Contractor shall submit a schedule showing anticipated start and completion of crushing operations. The schedule shall be submitted to the County Engineer for approval prior to the start of crushing operations. **The quantity of aggregates listed in the proposal for Travis Road C.E. 1773 shall be crushed and stockpiled first.**

**42. SUBCONTRACTING**

In addition to the requirements of Section 1-08.1, the following shall apply to this contract:

A subcontractor or an agent to the subcontractor will not be permitted to perform any work under the contract until the following document has been completed and submitted to the Engineer:

1. Request to Sublet Work (Form 421-012),

The Contractor's records pertaining to the requirements of this Special Provision shall be open to inspection or audit by representatives of the Contracting Agency during the life of the contract and for a period of not less than three years after the date of acceptance of the contract. The Contractor shall retain these records for that period. The Contractor shall also guarantee that these records of all subcontractors and agents shall be available and open to similar inspection or audit for the same time period.

**43. PROGRESS OF WORK**

In accordance with Section 1-08.3 of the Standard Specifications, the Contractor shall prepare and submit the progress schedule in the form of bar graphs developed under the critical path method, P.E.R.T., or other similar methods. The bar graph shall be supplemented by the arrow diagram and activity listing used in its preparation. The progress schedule shall be in sufficient detail that progress of the work can be evaluated accurately at any time during the performance of the contract.

**44. ASSURANCE OF NON-DISCRIMINATION**

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap. All bidders shall sign and return with the Proposal an ASSURANCE OF NON-DISCRIMINATION form which is attached as page 1 of Proposal, and hereby made a part of this contract.

**45. PROSECUTION OF WORK**

The second sentence of Section 1-08.4 is revised to read:

Once the Contractor has commenced crushing operations, the Contractor shall diligently prosecute the same to completion within the time provided under TIME FOR COMPLETION.

Crushing operations shall be defined as any on-site work proposed in this project.

**46. WILDLIFE AND FISHERIES REGULATIONS**

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

#### 47. AGGREGATES

The grading requirements for **Crushed Surfacing Base Course and Crushed Surfacing Top Course** shall be as per section 9-03.9(3) of the Standard Specifications.

The grading requirements for **Modified Crushed Surfacing** are as follows:

<u>Sieve Size</u>	<u>Percent Passing</u>
¾ inch Square	100
½ inch Square	85 – 95
U.S. No. 4	55 – 75
U.S. No. 40	8 – 24
U.S. No. 200	10.0 max.
% Fracture	75 min.
Sand Equivalent	40 min.

The grading requirements for **Crushed Screenings 3/8" to #10** are as follows:

<u>Sieve Size</u>	<u>Percent Passing</u>
½ inch Square	100
3/8 inch Square	90 – 100
U.S. No. 4	30 – 56
U.S. No. 10	0 – 10
U.S. No. 200	0 – 1.5
% Fracture	75 min.
Sand Equivalent	40 min.

#### 48. PRODUCTION FROM QUARRY AND PIT SITES

##### **Material Sources, General Requirements**

Section 3-01.2 is supplemented with the following:

C. Moore Quarry Site R-185 – for the production of crushed surfacing base course, crushed surfacing top course, modified crushed surfacing, and crushed screenings 3/8" to #10. C. Moore Quarry Site is located in the NE ¼ of the NE ¼ of Section 17, Township 8 North, Range 27 East, W.M.

##### **Power Supply**

During crushing operations in C. Moore Quarry R-185, the Contractor shall provide a power source and a power cord of sufficient length to reach the Contracting Agency's laboratory trailer, which will be set up at the site. The cord shall be capable of carrying at least 120/240 volts, 60 cycles at a sustained load of 100 amps. The cord and trailer electrical hookup shall meet NEC code. Power shall be provided and connected when requested by the Engineer.

##### **Preparation of Site**

Section 3-01.2(2) is supplemented with the following:

The Contractor shall confine his operations to the area of the quarry site as designated by the Engineer and shall conduct his operations in such a manner as to most fully conserve the site for further production. The

portion or portions of the quarry & stockpile site to be used shall be cleared, grubbed, and stripped. The material from clearing, grubbing, and stripping, shall be stockpiled in the designated areas as shown in the operational plan and used for reclamation.

**Production Requirements**

Section 3-01.2(4) is supplemented with the following:

In view of tests and past operations in C. Moore Quarry, the Contractor shall scalp the materials over a one-half inch screen with a minimum surface area of 32 square feet after primary crushing, unless otherwise determined by the Engineer.

**Payment**

Section 3-01.6 is supplemented with the following:

All equipment, labor, and tools needed for clearing, grubbing, and stripping the quarry site shall be considered incidental to the various bid items in the contract.

**49. CONTRACTOR FURNISHED MATERIAL SOURCES**

**Acquisition and Development**

Section 3-01.4(1) is supplemented with the following:

Section 3-01.4(1) of the standard specifications shall apply in all respects except that alternate sources of materials proposed by the Contractor shall be quarry sites of a quality approximately equal to that in C. Moore Quarry R-185. The WSDOT Aggregate Source Approval (ASA) Report for surfacing materials at C. Moore Quarry are as follows:

Bulk Sp. G.:	2.874
Deg:	83
LA:	17

**50. STOCKPILING AGGREGATES**

**Stockpiling Aggregates for Future Use**

Section 3-02.2(3) is supplemented with the following:

The area of the site for stockpiling surfacing materials will be staked by the Engineer prior to commencing crushing operations. Stockpiling shall be at C. Moore Stockpile Site of the approximate quantities in the bid schedule. The stockpile site shall be left in a condition satisfactory to the Engineer at the conclusion of this crushing contract. All costs involved in preparing and stockpiling aggregates shall be included in the unit contract prices for the various bid items being stockpiled.

**51. UNITED STATES DEPARTMENT OF THE INTERIOR – MINING ENFORCEMENT AND SAFETY ADMINISTRATION**

The Contractor shall file the Metal-Non-Metal Quarterly Employment Reports and Metal-Non-Metal Mine Injury and Illness Reports as operator of C. Moore Quarry site. These reports are to be filed with U.S.

Bureau of Mines, Safety Analysis Center, Building 20, Denver Federal Center, Denver, Colorado 80225, with one copy of each report to be filed with the Benton County Public Works Department. Instructions and forms are available by writing to:

Bellevue Sub-District Office  
U.S. Department of Interior  
Mining Enforcement and Safety Administration  
Room 100  
117-107<sup>th</sup> N.E.  
Bellevue, WA 98004

## **52. SITE RECLAMATION**

### **Contracting Agency-Provided Sites**

Section 3-03.2(1) is supplemented with the following:

#### **Site Reclamation C. Moore Quarry**

Benton County has been granted operating permits by the Department of Natural Resources for surface mining. The Contractor shall perform interim reclamation measures on the existing West and South quarry walls upon completion of crushing in C. Moore Quarry. Overburden removed shall be stockpiled as shown on the contract Operational Plan. Upon completion of crushing, existing overburden from the East side of the quarry shall be moved and placed on the West and South quarry walls then constructed to achieve a slope of no steeper than 2 horizontal to 1 vertical. Once the slopes are constructed the Contractor will cap the slopes with 1.0' of existing stockpiled overburden from the West side of the quarry. The constructed slope will be compacted and walked with track equipment and Hydro Seeded. The Contractor shall conduct his operations within the quarry in such a manner that will least disturb those areas already reclaimed.

#### **Payment**

Section 3-03.5 is supplemented with the following:

All equipment, labor, and tools needed to perform interim reclamation work at C. Moore Quarry shall be included in the Contract bid item for "Interim Reclamation, per lump sum".

## **53. EROSION CONTROL AND WATER POLLUTION CONTROL**

### **Seeding, Fertilizing and Mulching**

#### **Seeding and Fertilizing**

Section 8-01.3(2)B is supplemented with the following:

Grass seed, of the following composition, proportion, and quality shall be applied at the rate of **25** pounds per acre on the newly worked slopes in C. Moore Quarry, and other disturbed areas as designated by the Engineer.

<u>Kind and Variety of Seed in Mixture</u>	<u>% By Weight</u>
“Crested Wheatgrass”	40
“Schwindimar” Thickspike Wheatgrass	20
“Central Hanford” Sandberg Bluegrass	20
“Horseheaven” Bluebunch Wheatgrass	20
TOTAL	100

(\*\*\*\*\*)

Sufficient quantities of fertilizer shall be applied to supply the following amounts of nutrients:

Total Nitrogen as N - 10 pounds per acre.

Pot Ash – 0.50 pounds per acre.

10 pounds of nitrogen applied per acre shall be derived from isobutylidene diurea (IBDU), cyclo-di-urea (CDU), or a time release, polyurethane coated source with a minimum release time of 6 months. The remainder may be derived from any source.

The fertilizer formulation and seed application rate shall be approved by the Engineer before use. The Contractor shall seed and fertilize with a tracer of wood cellulose fiber on all areas to be seeded at an application rate of 100 pounds per acre.

**8-01.3(2)D, Mulching**

Section 8-02.3(15)D is supplemented with the following:

(\*\*\*\*\*)

**Wood Cellulose Fiber Mulch**

After the initial seeding and fertilizing application of wood cellulose fiber mulch, another application of mulch shall be furnished, hauled, and evenly applied on all slopes as designated in the plans or by the Engineer at a rate of 1,400 pounds per acre. The application of fiber mulch shall include a tacking agent in accordance with Section 8-01.3(2)E. The wood fiber mulch shall be on the current WSDOT Qualified Products List.

**8-02.4, Measurement**

Section 8-02.4 is supplemented with the following:

(\*\*\*\*\*)

A separate measurement will not be made for the wood cellulose fiber used as a tracer and for the tacking agent used in the application of the wood cellulose fiber mulch. Measurement for the tracer and tacking agent will be included in the Contract bid item for “Interim Reclamation, per lump sum.

### **8-02.5, Payment**

Section 8-02.5 is supplemented with the following:

(\*\*\*\*\*)

All equipment, tools, and labor to perform Hydro Seeding shall be included in the Contract bid item "Interim Reclamation, per lump sum.

The following is an estimated quantity for bidding purposes to perform the necessary Hydro Seeding:

Total area to be Hydro Seeded: 2.0 acre

### **54. DAMAGED VEGETATIVE AREAS**

Areas outside the construction limits, as determined by the Engineer, which ground cover is destroyed in the course of clearing and grubbing shall be replaced with suitable compacted earth embankment at the Contractor's own expense. These areas will be shaped to match the surrounding area, compacted, walked with track equipment, and hydro seeded. Should the Contractor fail to perform the work specified as determined by the Engineer, the Engineer shall employ outside assistance to perform the work, and incurred direct costs, plus project engineering costs, will be deducted from the monies due the Contractor.

All work specified herein which is performed by the Contractor within the construction limits shall be covered in the unit contract prices of the various bid items of work on this project. No further compensation will be made.

### **55. WATER**

Section 2-07 of the Standard Specifications shall apply in all respects. The Contractor is required to apply all water necessary for laying dust and make every effort to see that dust is kept at a minimum at all times for the duration of the construction. All water required for this project shall be considered incidental to the project and shall be included in the unit contract price of the various bid items of work on this project. No further compensation will be allowed.

### **56. WETTING OF HAUL ROADS (DIRT AND GRAVEL)**

The Contractor will be required to keep haul roads (dirt and gravel) wet down for the purpose of dust control, as directed by the Engineer. The cost of all material and labor used for dust control shall be included in the unit contract price of the various bid items of work on this project.

**57. REQUIRED CONTRACT PROVISIONS - STATE DEPARTMENT OF LABOR AND INDUSTRIES**

Refer to Chapter 39.12 RCW - PREVAILING WAGES ON PUBLIC WORKS