

## KOMO Questions and WSDOT Responses: 2/19 – 2/21/13

### 1) **REQUEST FROM KOMO: 2/19, 11:05 a.m.**

**From:** Vedder, Tracy

**Sent:** Tuesday, February 19, 2013 11:05 AM

**To:** [pelleys@consultant.wsdot.wa.gov](mailto:pelleys@consultant.wsdot.wa.gov); Meredith, Julie ([MeredJL@wsdot.wa.gov](mailto:MeredJL@wsdot.wa.gov))

**Cc:** Vedder, Tracy; Garza, Sarah

**Subject:** Buy America

Hi Suanne,

I have a couple of follow-up questions regarding WSDOT's responses last week. Can you tell me where in the PCP contract (section # please) the provisions of Buy America are laid out? And if the cement for the concrete and the scrap metal for the rebar both come from China – how does that comply with Buy America?

We've had many, many questions from viewers about this issue and would like to answer them in our next story. Could you, or someone from the Project, do a short interview with us (15 minutes) this week explaining the Buy America Act and how the PCP complies with it?

Thanks a lot,

Tracy Vedder

Investigative Reporter

KOMO TV Problem Solvers

206-404-4693

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### **WSDOT RESPONSE to Question #1:**

Hi Tracy,

This email is in response to your questions regarding Buy America and the Pontoon Construction Project. I have included the question and the WSDOT response:

**KOMO Q: Can you tell me where in the PCP contract (section # please) the provisions of Buy America are laid out?**

WSDOT response: Pontoon Construction Project - RFP – General Provisions – Control of Materials – Section: 1-06.5. We have attached a PDF of the contract for your convenience [[#1\\_RFP\\_BuyAmericaLanguage.pdf](#)].

**KOMO Q: And if the cement for the concrete and the scrap metal for the rebar both come from China – how does that comply with Buy America?**

WSDOT response: The Pontoon Construction Project complies with Buy America regulations which were established by Congress. Current Buy America regulations require the use of domestically manufactured

steel and iron in federally funded construction projects. In 1983, due to concerns about an inadequate domestic supply of cement, Section 165 of Buy America was amended to limit the coverage to steel materials and products only. More information about Buy America can be found at the following FHWA Web page: [http://www.fhwa.dot.gov/construction/contracts/buyam\\_qa.cfm](http://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm)

**KOMO Q: Could you, or someone from the Project, do a short interview with us (15 minutes) this week explaining the Buy America Act and how the PCP complies with it?**

WSDOT response: We are working diligently to respond to your requests for information as well as your public disclosure requests, but at this time we do not believe it is necessary to conduct an interview to cover issues that can easily be addressed through written responses.

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2) **REQUEST FROM KOMO: 2/19, 11:17 a.m.**

**From:** Vedder, Tracy [<mailto:TracyV@komotv.com>]  
**Sent:** Tuesday, February 19, 2013 11:17 AM  
**To:** Pelley, Suanne (Consultant)  
**Cc:** Vedder, Tracy  
**Subject:** FW: Buy America + one more thing: Insurance

Hi Suanne,

I thought I would just append this to last e-mail for your ease.

I also wanted to know what the insurance requirements are for these contracts and who the carriers are? Does WSDOT carry the insurance or the contractors? And does WSDOT specify certain amounts of insurance that must be carried? Thanks. This request is not as immediate as the one below. I'm hoping you can do an interview either today or tomorrow on the Buy America questions.

Thanks again,

Tracy Vedder  
Investigative Reporter  
KOMO TV Problem Solvers  
206-404-4693

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**WSDOT RESPONSE to QUESTION #2:**

Hi Tracy,

This email is in response to your questions regarding insurance for the project. I have included the question and the WSDOT response:

**KOMO Q: what the insurance requirements are for these contracts and who the carriers are?**

WSDOT Response: The insurance requirements are specified by contract as attached [#2\_RFP\_InsuranceLanguage.pdf].

**KOMO Q: Does WSDOT carry the insurance or the contractors?**

WSDOT response: The contractors carry the insurance. WSDOT has some coverage under the contractor's policies and self insures for any remaining risks.

**KOMO Q: And does WSDOT specify certain amounts of insurance that must be carried?**

WSDOT Response: Yes as part of the contract, in attached PDF.

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3) **REQUEST FROM KOMO: 2/20, 1:27 p.m.**

**From:** Vedder, Tracy [<mailto:TracyV@komotv.com>]  
**Sent:** Wednesday, February 20, 2013 1:27 PM  
**To:** Pelley, Suanne (Consultant)  
**Cc:** Garza, Sarah; Reinmuth, Steve  
**Subject:** RE: Concrete Questions from KOMO: 2/20/13

Hi Suanne,

We'd prefer to have someone answer those questions for us on camera as we are television, but we will take what we can get. My deadline *was* today for an on-camera interview, but if you make someone available tomorrow we'll try to fit them in.

As to the concrete questions; in our public records information we've come across a number of e-mails and reports that talk about the constituencies of the concrete used in the pontoons while they are searching for reasons behind cracking in Cycle 2 pontoons. Specifically a couple of different reports talk about using different cement and aggregate than what was used in the ACME project. So we'd like to talk with someone about that.

Thanks,

Tracy Vedder  
Investigative Reporter  
KOMO TV Problem Solvers  
206-404-4693

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**WSDOT response to Question #3:**

Hi Tracy,

With regards to an interview, we provided a tour and interview opportunity for you with Jeff Carpenter, the state construction engineer, on Jan. 29 at the pontoon construction site in Aberdeen. Jeff addressed all of your questions about the performance to date of the cycle 2 pontoons in Aberdeen. We are continuing to provide you with crack maps as pontoon cells are mapped, per your public disclosure request.

Attached are the requirements for Concrete Class FS taken from Chapter 2 of the C7826 Request For Proposal (RFP) [#3\_RFP\_ConcreteComposition.pdf]. As the first paragraph under Section 2.14.5.1.2.2 states, the contractor is allowed to use a mix design that conforms to these requirements and any WSDOT approved modifications made as part of WSDOT Contract 7812 (the Advanced Construction Methods and Engineering or ACME project). You will note that the RFP requirements are generic and not product or source specific. For example, the cement for the Concrete Class FS is specified as Type I-II low alkali cement conforming to WSDOT Standard Specifications Section 9-01.2(1) and 9-01.2(3). Instead of specifying specific producers or suppliers of this cement, we specify the physical requirements of the cement. There are numerous suppliers who are capable of supplying cement meeting these requirements.

The contractor is supplying cement that conforms with the requirements of the RFP and WSDOT approved changes that came from Contract 7812. As has been previously noted, we have observed more cracking in the pontoons built for the C7826 contract than we did in the ACME mock-up. While there could be a number of reasons for this, it has been suggested that differences in cement or aggregate between these two projects may contribute to the increased cracking. As an example, these projects used cement from two different suppliers; the ACME project used Ash Grove cement while the Pontoon Construction Project uses Nanjing cement. Both of these cements meet the requirements of the RFP and the WSDOT Standard Specifications. However, within these specifications and requirements, there can be subtle differences in factors such as fineness of the cement, percentage of cementitious constituents, etc. These subtle differences could be a contributing factor for the increased cracking we have observed.

###END OF WSDOT RESPONSES###

1 9. Determine the Composite Pay Factor (CPF) for each lot.

$$2 \quad CPF = \frac{f_1(PF_1) + f_2(PF_2) + \dots + f_j(PF_j)}{\sum f_i}$$

4 where:  $\sum_{i=1 \text{ to } j}$  Composite Pay Factor (composite of all individual pay  
5 factors for each lot)

7  $f_i$  = price adjustment factor listed in this RFP for the  
8 applicable material

9  $j$  = number of constituents being evaluated

10 10. Determine an item adjustment factor:

11 (item) adjustment factor = CPF - 1

12 11. Determine the Materials Compliance Price Adjustment.

13 Compliance Price Adjustment = Total Quantity of Material \* Unit Price \* Item Adjustment Factor

14 **1-06.3 INTENTIONALLY OMITTED**

15 **1-06.4 INTENTIONALLY OMITTED**

16 **1-06.5 BUY AMERICA**

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

21 The Design-Builder may utilize minor amounts of foreign steel and iron in this project  
22 provided the cost of the foreign material used does not exceed one-tenth of one percent of  
23 the total contract cost or \$2,500.00 , whichever is greater.

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

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

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

42 Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and

1 alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced  
2 iron ore.

3 The following are considered to be steel manufacturing processes:

4 1. Production of steel by any of the following processes:

5 a. Open hearth furnace.

6 b. Basic oxygen.

7 c. Electric furnace.

8 d. Direct reduction.

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

10 3. Fabrication of the products.

11 a. Spinning wire into cable or strand.

12 b. Corrugating and rolling into culverts.

13 c. Shop fabrication.

14 A certification of materials origin will be required for any items comprised of, or  
15 containing, steel or iron construction materials prior to such items being incorporated into  
16 the permanent work. The certification shall be on DOT Form 350-109EF provided in RFP  
17 Appendix F11, or such other form the Design-Builder chooses, provided it contains the  
18 same information as DOT Form 350-109EF.

#### 19 **1-06.5(1).1 Owners Manuals and Operating Instructions**

20 For equipment and materials that are permanently incorporated in the Work, the Design  
21 Builder shall provide WSDOT all owners manuals and operating instructions furnished by  
22 the equipment or material manufacturer.

#### 23 **1-06.6 INTENTIONALLY OMITTED**

#### 24 **1-06.7 STATISTICAL ACCEPTANCE OF MATERIALS**

##### 25 **1-06.7(1) GENERAL**

26 For materials with quantities greater than two Quality Assurance sublots as defined in  
27 Table 6, statistical evaluation shall be the method of evaluation for acceptance decisions.  
28 The Design-Builder QA test results shall be statistically evaluated for quality level and  
29 price adjustment, if applicable, in accordance with this Section. The WSDOT HMA test  
30 results for aggregate, mixture, and in-place density, shall be used for the statistical  
31 evaluation for quality level and price adjustment. The maximum allowable Composite Pay  
32 Factor (CPF) for materials accepted under this Section shall be 1.00. The maximum  
33 allowable Composite Pay Factor (CPF) for HMA mixture and in-place density, and PCCP  
34 shall be 1.05.

35 Acceptance of materials shall be based on statistical evaluation for the applicable elements  
36 as defined in Table 6. The applicable "Adjustment Factor" for various materials is shown  
37 in Table 4. The Design-Builder shall use WSDOT's Statistical Analysis of Materials  
38 Software. The material shall be sampled at the point of acceptance in accordance with the  
39 applicable test procedure and specifications.



# SR 520 Pontoon Construction Design-Build Project

# Request for Proposal

August 24, 2009





1 **1-03.3 INTEGRATION OF WSDOT STANDARD SPECIFICATIONS AND CITED REFERENCES INTO**  
2 **CONTRACT**

3 The Standard Specifications - Division 2 thru 9, excluding payment sections, are  
4 incorporated by reference into the Contract. Any cross-references to provisions of Division  
5 1 contained therein shall instead be deemed to refer to the appropriate provisions of these  
6 General Provisions and other Contract Documents.

7 References to "plan(s)" in the Standard Specifications and Cited References shall be  
8 deemed to refer to the Final Design Documents. References to the project owner shall  
9 mean WSDOT, or, where Work is being performed on facilities owned by a Governmental  
10 Body other than WSDOT, such Governmental Body. References to "bid," "proposal" or  
11 "bid proposal" shall be deemed to refer to the Proposal. References to the "Contractor"  
12 shall be deemed to refer to the Design-Builder. References to the Engineer in the context  
13 of provider of compliance judgment may mean Engineer-of-Record, the Design-Builder's  
14 Quality Assurance Manager or other appropriate representative of the Design-Builder, or  
15 it may mean a WSDOT representative, depending on the context, as determined by  
16 WSDOT in its sole discretion.

17 If any question arises regarding how to apply any provision of the Standard Specifications  
18 to this Contract, WSDOT's interpretation regarding such matter shall control. WSDOT  
19 may, in its sole discretion, allow a deviation from the requirements of the Standard  
20 Specifications, pursuant to the process described in the Section 1-04.4 of these General  
21 Provisions.

22 **1-03.4 CONTRACT BOND**

23 The successful Proposer shall provide an executed Contract Bond in an amount equal to  
24 100% of the Contract Price allocable to the cost of the Project construction and post-  
25 construction phase of the Work.

26 This Contract Bond shall:

- 27 1. Be on a WSDOT furnished form.
- 28 2. Be signed by an approved Surety (or Sureties) that:
  - 29 (a) Is registered with the Washington State Insurance Commissioner, and
  - 30 (b) Appears on the current Authorized Insurance List in the State of Washington  
31 published by the Office of the Insurance Commissioner,
- 32 3. Be conditioned upon the faithful performance of the Contract by the Design-Builder  
33 within the prescribed time; and
- 34 4. Guarantee that the Surety shall indemnify, defend, and protect WSDOT against any  
35 claim of direct or indirect loss resulting from the failure:
  - 36 (a) Of the Design-Builder (or any of the employees, Subcontractors, or lower tier  
37 subcontractors of the Design-Builder) to faithfully perform the Contract, or
  - 38 (b) Of the Design-Builder (or the Subcontractors or lower tier subcontractors of the  
39 Design-Builder) to pay all laborers, mechanics, Subcontractors, lower tier  
40 subcontractors, material, or any other person who provides supplies or  
41 provisions for carrying out the work.

42 WSDOT may require Sureties or Surety companies on the Contract Bond to appear and  
43 qualify themselves. Whenever WSDOT deems the Surety or sureties to be inadequate, it  
44 may, upon written demand, require the Design-Builder to furnish additional Surety with

1 the required A.M. Best Co. rating of at least "A" or better and Financial Size Category VIII  
2 or better to cover any remaining work. Until the added Surety is furnished, payments on  
3 the Contract will stop.

4 **1-03.5 AMBIGUITIES**

5 The Design-Builder acknowledges and agrees that it had the opportunity and obligation,  
6 prior to submission of its Proposal, to review the terms and conditions of the Contract  
7 Documents and to bring to the attention of WSDOT any conflicts or ambiguities contained  
8 therein. The Design-Builder further acknowledges and agrees that it has independently  
9 reviewed the Contract Documents with legal counsel, and that it has the requisite  
10 experience and sophistication to understand, interpret and agree to the particular  
11 language of the provisions of the Contract Documents. Accordingly, in the event if an  
12 ambiguity in or dispute regarding the interpretation of the Contract Documents, they shall  
13 not be interpreted or construed against the Person which prepared them and instead other  
14 rules of interpretation and construction shall be used.

15 WSDOT's final answers to the questions posed during the procurement process for the  
16 Contract shall in no event be deemed part of the Contract Documents and shall not be  
17 relevant in interpreting the Contract Documents except as they may clarify provisions  
18 otherwise considered ambiguous.

19 In the event of any ambiguity or uncertainty over any design requirements set forth in the  
20 Contract Documents, the Contract shall be interpreted and construed, insofar as is  
21 reasonably possible, to be consistent with the standards and criteria for the performance  
22 of the Project.

23 The Design-Builder shall not take advantage of any apparent error, omission,  
24 inconsistency or other defect in the Contract Documents. The Design-Builder shall  
25 promptly notify WSDOT of any error, omission, inconsistency or other defect that the  
26 Design-Builder may discover in the Contract Documents, and shall obtain specific  
27 instructions in writing regarding any such error, omission, inconsistency or other defect  
28 before proceeding with the Work affected thereby.

29 The Design-Builder may from time to time request in writing that WSDOT provide  
30 information, clarifications and interpretations of ambiguous or uncertain design  
31 requirements set forth in the Contract Documents (an "interpretive engineering  
32 decision"). WSDOT may issue a written approval of the Design-Builder's proposed  
33 interpretive engineering decision (if any), may issue its own interpretive engineering  
34 decision or may disapprove any interpretive engineering decision the Design-Builder  
35 proposes. WSDOT shall promptly respond in writing to any such application for an  
36 interpretive engineering decision, including explanation of any disapproval of such  
37 application or any differing interpretation; provided that (a) no presumption of approval  
38 or disapproval shall arise by reason of delay by WSDOT in issuing its written  
39 determination and (b) no interpretive engineering decision by WSDOT shall form the  
40 basis for an increase in the Contract Price or extension of the Contract Time, unless  
41 WSDOT expressly provides otherwise in writing. If the Design-Builder disputes WSDOT's  
42 disposition of the application, such dispute shall be subject to resolution in accordance  
43 with the Contract Documents. In any dispute over interpretive engineering decisions, the  
44 Design-Builder shall bear the burden of proving that WSDOT's interpretation is incorrect  
45 or unreasonable.

1 Indemnified Parties and the Design-Builder with respect to covered claims, but shall not  
2 be interpreted to relieve the Design-Builder of any obligations hereunder. All insurance  
3 required hereunder shall be procured from insurance or indemnity companies with an  
4 A.M. Best and Company rating level of A- or better, Class VIII or better, or as otherwise  
5 approved by WSDOT and with companies or through sources approved by the State  
6 Insurance Commissioner pursuant to Chapter 48.05, RCW. If an insurer is not an  
7 admitted carrier (unauthorized insurer), the insurance policies and procedures for issuing  
8 the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC. Unless  
9 otherwise indicated below, the policies shall be kept in force from the execution date of the  
10 Contract until the date of acceptance by the Secretary (Section 1-05.12).

11 **1-07.18(1) REQUIRED INSURANCE**

12 1. Worker's Compensation Insurance: The Design-Builder shall provide industrial  
13 insurance and medical aid as required under Title 51 RCW. The Design Builder shall also  
14 provide coverage for claims asserted under the Longshore Harbor Workers  
15 Compensation Act (LHWCA) and the Jones Act, as required. The Design-Builder shall  
16 maintain such insurance through the expiration of the Warranty period. The Design-  
17 Builder shall be the named insured on these policies. A Design-Builder who is self-  
18 insured under Title 51 RCW shall also provide an endorsement extending coverage to all  
19 State operations on an "if any" basis.

20 2. Commercial General Liability Insurance. The Design-Builder shall provide commercial  
21 general liability coverage, on a primary basis, for bodily injury, property damage,  
22 personal injury and advertising injury liability written on an occurrence form that shall  
23 be no less comprehensive and no more restrictive than the coverage provided by  
24 Insurance Services Office (ISO) form CG 00 01 12 04 (the "Coverage Form"). The  
25 Design-Builder shall maintain such insurance through the expiration of the Warranty  
26 period, unless otherwise specified herein.

27 Such insurance shall include, but not be limited to, coverage for liability arising out of:  
28 (i) fire legal liability (not less than the replacement value of the portion of the premises  
29 occupied); (ii) blanket contractual; (iii) independent contractors; (iv) premises  
30 operations; (v) products and completed operations for a minimum of six years following  
31 Completion; and (vi); the acts, errors and omissions in the rendering or failure to render  
32 professional services under the Contract or in the performance of the Work. This  
33 coverage shall have an annual minimum limit of \$1,000,000 per occurrence,  
34 \$2,000,000 general annual aggregate and \$2,000,000 products/completed operations  
35 aggregate. If commercial general liability insurance with a general aggregate limit and  
36 products and completed operations aggregate limit is used, then both the general liability  
37 and products/completed operations aggregate limits shall apply separately to the  
38 Project, or Design-Builder may obtain separate insurance to provide the required limit  
39 which shall not be subject to depletion because of claims arising out of any other project  
40 or activity of Design-Builder.

41 Design Builder shall also provide Stop-Gap liability insurance under its commercial  
42 general liability (for bodily injury or disease) with minimum limits of \$1,000,000 per  
43 accident for bodily injury by accident, \$1,000,000 per employee for bodily injury by  
44 disease, and \$1,000,000 aggregate limit for bodily injury by disease.

45 The Design-Builder shall be the named insured and each of the Indemnified Parties shall  
46 be additional insureds with respect to liability arising out of the Project or any acts,  
47 errors or omissions of any Related Entity, whether occurring on or off of the Site.

48 3. Automobile Liability Insurance. The Design-Builder shall provide comprehensive

1 automobile liability insurance covering the ownership, maintenance or use of all  
2 owned/leased, non-owned and hired vehicles used in the performance of the Work, both  
3 on and off the Site, including loading and unloading, with limits of not less than  
4 \$1,000,000 per accident, combined single limit for bodily injury and property damage  
5 liability. Design-Builder shall maintain such insurance through Completion; provided,  
6 however, that such coverage shall be maintained for vehicles used in the performance of  
7 Warranty Work until the expiration of the Warranty period. Coverage shall be provided  
8 on Insurance Services Office form number CA 0001 or equivalent and shall include  
9 endorsement CA9948 (in transit pollution risks coverage). The Design-Builder shall be  
10 the named insured and the Indemnified Parties shall be additional insureds with respect  
11 to liability arising out of the Project or any acts, errors, or omissions of any Related  
12 Entity. The required limits can be satisfied by a combination of a primary policy and an  
13 excess policy.

- 14 4. Environmental Liability Insurance. The Design-Builder shall provide environmental  
15 liability coverage on a claims made basis with limits of not less than \$10,000,000 per  
16 claim and aggregate. The policy shall include as insureds WSDOT, the Design-Builder  
17 and any of its Subcontractors (including design subconsultants) of any tier performing  
18 Work for which such coverage is appropriate. The remaining Indemnified Parties shall  
19 be additional insureds with respect to liability arising out of the Project or any acts,  
20 errors or omissions of any Related Entity, whether occurring on or off of the Site:

21 The policy shall have a five year extended reporting period and cover claims made on  
22 and prior to Completion and claims made after Completion but within the extended  
23 reporting period.

- 24 5. Excess Liability Insurance. The Design-Builder shall provide excess liability insurance  
25 with limits not less than \$100,000,000 which will provide bodily injury, personal injury  
26 and property damage liability coverage at least as broad as the primary coverages set  
27 forth herein, including Environmental Liability, Employer's Liability, Commercial  
28 General Liability, Comprehensive Automobile Liability, Aircraft Liability and Marine  
29 Liability Insurance, in excess of the amounts set forth in Sections 1 (for Jones Act and  
30 LHWCA liability), 2, 3, 4, 8, 9 and 10.

- 31 6. Professional Liability Insurance. The Design-Builder shall provide professional liability  
32 coverage with limits not less than \$15,000,000 per claim and aggregate. The  
33 professional liability coverage shall protect against any negligent act, error or omission  
34 arising out of design or engineering activities with respect to the Project. The policy shall  
35 be a Project specific policy and shall have a retroactive date no later than the date on  
36 which the RFP was issued and shall have a ten year coverage period. The coverage shall  
37 include design subconsultants of any tier. This policy maybe excess over coverage for  
38 claims which may also be covered pursuant to the commercial general liability policy  
39 required in Section 2 above. The coverage shall also include an indemnity endorsement  
40 to provide coverage for the Indemnified Parties for liability arising out of their, and their  
41 consultants', design and engineering activities and services performed in connection  
42 with the development of the RFP.

- 43 7. Builder's Risk. The Design-Builder shall procure and maintain builder's risk insurance  
44 for the Project as specified below. The insureds shall be the Design-Builder, all  
45 Subcontractors (excluding those solely responsible for design Work) of any tier, and  
46 WSDOT, as their interests may appear. The Indemnified Parties shall be additional  
47 insureds with respect to liability arising out of the Project or any acts, errors, or  
48 omissions of any Related Entity, whether occurring on or off of the Site. The insurance  
49 shall be maintained until the date of Completion; provided that Design-Builder shall not

1 be required to maintain property insurance for any Construction Segments following  
2 transfer of control thereof to WSDOT upon Construction Segment Acceptance.

3 a. Minimum Scope

4 The policy shall be a blanket builder's risk insurance policy on an "all risk" basis for  
5 the entire Project including: (1) coverage for any ensuing loss from faulty  
6 workmanship, Nonconforming Work, omission or deficiency in design or  
7 specifications; (2) coverage against damage or loss caused by earth movement, flood,  
8 fire, theft, vandalism and malicious mischief and machinery accidents and  
9 operational testing; (3) coverage for removal of debris, and insuring the buildings,  
10 structures, machinery, equipment, facilities, fixtures and all other properties  
11 constituting a part of the Project; (4) transit coverage, including ocean marine  
12 coverage (unless insured by the supplier), with sub-limits sufficient to insure the full  
13 replacement value of any key equipment item; and (5) coverage with sub-limits  
14 sufficient to insure the full replacement value of any property or equipment stored  
15 either on or off the Site. Such insurance shall be on a form acceptable to WSDOT.

16 b. Minimum Coverage

17 Coverage shall be for the replacement value thereof for "all risks" of direct physical  
18 loss or damage, including earth movement and flood coverage, with a minimum limit  
19 of liability equal to the greater of (a) \$300,000,000 or (b) the probable maximum  
20 loss of the Project and the components thereof, including but not limited to the  
21 Casting Facility, plus "soft cost expense cover" (including, but not limited to,  
22 additional construction financing interest, construction loan fees,  
23 engineering/architectural expenses/fees, insurance premiums, accounting fees,  
24 project administration expenses, attorneys' fees and fees and other costs associated  
25 with such damage or loss and with any Governmental Approvals). Coverage shall  
26 include earthquake insurance with a \$300,000,000 minimum annual aggregate limit  
27 and flood insurance with a \$300,000,000 minimum annual aggregate limit. The  
28 coverage shall be written without risk of liability of WSDOT for payment and without  
29 deduction for depreciation. There shall be no coinsurance penalty provision in any  
30 such policy. Deductibles or self-insured retentions shall be no greater than 5% of the  
31 total value of each insured unit at the time of loss.

32 8. Railroad Protective. The Design-Builder shall provide any coverage as may be required  
33 by any railroad as a condition of the railroad's consent for entry onto railroad facilities or  
34 property. Said policy shall be effective during the period any Work is being performed  
35 within 50 feet of any railroad right of way.

36 9. Aircraft Liability. The Design-Builder shall provide insurance, with a limit of not less  
37 than \$5,000,000 per occurrence, in all cases where any aircraft is used on the Project  
38 that is owned, leased or chartered by any Related Entity, protecting against claims for  
39 damages resulting from such use. Any aircraft intended for use in performance of the  
40 Work, the aircraft crew, flight path and altitude, including landing of any aircraft on the  
41 Site or on any property owned by WSDOT shall be subject to review and written  
42 acceptance by WSDOT prior to occurrence of any such usage. If any aircraft are leased  
43 or chartered with crew and/or pilot, evidence of non-owned aircraft liability insurance  
44 will be acceptable but must be provided prior to use of the aircraft.

45 10.. Marine Liability. The Design-Builder shall provide marine protection and indemnity  
46 (P&I) insurance for all bodily injury and property damage liabilities arising out of the  
47 operation of a watercraft or vessel. The policy shall include, among other things,  
48 coverage for bodily injury, illness and/or loss of life to any person or crew member

1 (including any and all claims arising pursuant to the Jones Act and LHWCA and claims  
2 for maintenance and cure), damage to cargo while loading, carrying or unloading cargo,  
3 damage to piers and docks, pollution liability, charterer's liability, and removal of  
4 wreckage as required by law. Such coverage shall have primary limits of not less than  
5 \$5,000,000 per occurrence, and shall be required in all cases where any watercraft or  
6 vessel is used on the Project that is owned, leased or chartered by any Related Entity. If  
7 any watercraft or vessels are leased or chartered with crew, evidence of non-owned  
8 watercraft liability insurance complying with the requirements of this Section will be  
9 acceptable but must be provided to WSDOT prior to use of the watercraft or vessel.

- 10 11. Owners and Contractors Protective (OCP) Liability Insurance. The Design-Builder shall  
11 provide OCP insurance, with a limit of not less than \$5,000,000 per occurrence and in  
12 the aggregate on an annual basis, providing bodily injury and property damage liability  
13 coverage until the Acceptance Date, under ISO form CG 0009, together with WSDOT  
14 Amendatory Endorsement No. CG 29 08, specifying the State of Washington as named  
15 insured.

16 **1-07.18(2) GENERAL INSURANCE REQUIREMENTS**

- 17 1. Premiums, Deductibles and Self-Insured Retentions. The Design-Builder shall be  
18 responsible for payment of premiums for all insurance required under this  
19 Section 1-07.18. Design-Builder further agrees that for each claim, suit or action made  
20 against insurance provided hereunder, with respect to all matters for which Design-  
21 Builder is responsible hereunder, Design-Builder shall be solely responsible for all  
22 deductibles, self-insured retentions and amounts in excess of the coverage provided.  
23 Any deductibles or self-insured retentions over \$10,000 in Design-Builder provided  
24 insurance must be declared and approved by WSDOT. At the option of WSDOT, the  
25 insurer shall either reduce or eliminate such deductibles or self insured retentions with  
26 respect to WSDOT and the other Indemnified Parties; or Design-Builder shall procure a  
27 bond acceptable to WSDOT guaranteeing payment of losses and related investigations,  
28 claims administration and defense expenses. With respect to all matters for which  
29 WSDOT is solely responsible hereunder, WSDOT shall remain fully responsible for all  
30 deductibles and amounts in excess of the coverage provided.

- 31 2. Verification of Coverage. Prior to Contract execution, the Design-Builder shall file with  
32 WSDOT, Contract Payment Section, P.O. Box 47420, Olympia, WA 98504-7420, ACORD  
33 Form Certificates of Insurance evidencing the minimum insurance coverages required to  
34 be provided, at least ten days prior to the date such insurance is required to be provided  
35 hereunder. The required certificates must be personally and manually signed by the  
36 authorized representative of the insurance company shown on the certificate with proof  
37 that he/she is an authorized representative thereof and is authorized to bind the named  
38 underwriter(s) and their company to the coverage, limits and termination provisions  
39 shown thereon. WSDOT shall have no duty to pay or perform under this Contract until  
40 such certificate(s), in compliance with all requirements of this Section 1-07.18, have been  
41 provided. Upon WSDOT's request, certified, true and exact copies of each of the  
42 insurance policies (including renewal policies) required under this Section 1-07.18 shall  
43 be provided to WSDOT.

44 Design-Builder shall promptly deliver to WSDOT a certificate of insurance with respect  
45 to each renewal policy, as necessary to demonstrate the maintenance of the required  
46 insurance coverages for the terms specified herein. Such certificate shall be delivered to  
47 WSDOT not less than 45 days prior to the expiration date of any policy and bear a  
48 notation evidencing payment of the premium therefore. If requested by WSDOT from  
49 time to time, certified duplicate copies of any renewal policy shall also be provided.

- 1           3 Subcontractor Insurance Requirements. The Design-Builder shall cause each  
2 Subcontractor to provide insurance that complies with requirements for Design-Builder-  
3 provided insurance set forth in this Section 1-07.18 in circumstances where the  
4 Subcontractor is not covered by Design-Builder-provided insurance; provided that  
5 Design-Builder shall have sole responsibility for determining the limits of coverage  
6 required to be obtained by Subcontractors (if any), which determination shall be made in  
7 accordance with reasonable and prudent business practices. Design-Builder shall cause  
8 each such Subcontractor to include each of the Indemnified Parties as additional  
9 insureds under such Subcontractor's insurance policies indicated in 1-07.18(1), 2, 3, 4, 8,  
10 9 and 10 above. Design-Builder shall require each such Subcontractor to require that its  
11 insurer agree to waive any subrogation rights the insurers may have against the  
12 Indemnified Parties. If requested by WSDOT, Design-Builder shall promptly provide  
13 certificates of insurance evidencing coverage for each Subcontractor. WSDOT shall have  
14 the right to contact the Subcontractors directly in order to verify the above coverage.
- 15           4. Endorsements and Waivers. All insurance policies required to be provided by Design-  
16 Builder hereunder shall contain or be endorsed to comply with the following provisions,  
17 provided that, for the workers' compensation policy, only the following provisions (d)  
18 and (h) shall be applicable:
- 19           (a) For claims covered by the insurance specified herein, all insurance coverage shall be  
20 primary insurance and non-contributory with respect to the insureds, additional  
21 insureds, and their respective members, directors, officers, employees, agents and  
22 consultants, and shall specify that coverage continues notwithstanding the fact that  
23 Design-Builder has left the Site. Any insurance or self-insurance beyond that  
24 specified in this Contract that is maintained by an insured, additional insured, or  
25 their members, directors, officers, employees, agents and consultants shall be excess  
26 of and shall not contribute with the insurance required herein. .
- 27           (b) Any failure on the part of a named insured to comply with reporting provisions or  
28 other conditions of the policies, any breach of warranty, any action or inaction of a  
29 named insured or others, any foreclosure relating to the Project or any change in  
30 ownership of all or any portion of the Project shall not affect coverage provided to the  
31 other insureds or additional insureds (and their respective members, directors,  
32 officers, employees, agents and consultants).
- 33           (c) All insurance to be provided herein shall include a "separation of insureds" clause  
34 and shall apply separately to each insured and additional insured against whom a  
35 claim is made or suit is brought, except with respect to the limits of the insurer's  
36 liability. No policy shall contain any provision or exclusion (including but not limited  
37 to a "cross-liability" or similar exclusion) the effect of which would be to prevent, bar,  
38 or otherwise preclude any insured or additional insured under the policy from  
39 making a claim which would otherwise be covered by such policy on the grounds that  
40 the claim is brought by an insured or additional insured against an insured or  
41 additional insured under the policy.
- 42           (d) Each policy shall be endorsed to state that coverage shall not be suspended, voided,  
43 canceled, modified or reduced in coverage or in limits except after 45 days (10 days  
44 for non-payment of premium) prior written notice by certified mail, return receipt  
45 requested, has been given to WSDOT. Such endorsement shall not include any  
46 limitation of liability of the insurer for failure to provide such notice.
- 47           (e) All endorsements adding additional insureds to required policies shall be on form  
48 CG-20-10 (1985 edition) or an equivalent form and shall contain no limitations or

1 exclusions with respect to "products/completed operations" coverage. The coverage  
2 shall be primary and non contributory with respect to any other insurance  
3 maintained by the additional insured. Any insurance or self-insurance beyond that  
4 specified in this Contract that is maintained by an additional insured, or their  
5 members, directors, officers, employees, agents and consultants shall be excess of,  
6 and shall not contribute with, the insurance required herein.

7 (f) The commercial general liability insurance policy shall be endorsed to state that  
8 coverage for bodily injury to Subcontractor employees shall not be excluded.

9 (g) The automobile liability insurance policy shall be endorsed to include Motor Carrier  
10 Act Endorsement-Hazardous materials clean up (MCS-90) or its equivalent.

11 (h) Each policy shall provide coverage on an "occurrence" basis and not a "claims made"  
12 basis (with the exception of professional liability and environmental liability  
13 policies).

14 5. Waivers of Subrogation. The Indemnified Parties and the Design-Builder waive all rights  
15 against each other, against each of their agents and employees and against  
16 Subcontractors and their respective members, directors, officers, employees, agents and  
17 consultants for any claims to the extent covered by insurance obtained pursuant to this  
18 Section 1-07.18, except such rights as they may have to the proceeds of such insurance.  
19 Design-Builder shall require all Subcontractors to provide similar waivers in writing each  
20 in favor of all other parties enumerated above. Each policy, including, but not limited to,  
21 workers' compensation coverage, shall include a waiver of any right of subrogation  
22 against the additional insureds (and their respective members, directors, officers,  
23 employees, agents and consultants).

24 6. Changes in Requirements. WSDOT shall notify the Design-Builder in writing of any  
25 changes in the requirements applicable to insurance required to be provided by Design-  
26 Builder. Except as set forth in Section 1-07.18(2), any additional cost from such change  
27 shall be paid by WSDOT and any reduction in cost shall reduce the Contract Price  
28 pursuant to a Change Order.

29 7. No Recourse. All costs for insurance shall be considered incidental to and included in  
30 the Contract Price and no additional payment will be made, except for any deductibles  
31 payable by WSDOT as specified herein and except as specified in Section 1-07.18(2).

32 8. Support of Indemnifications. The insurance coverage provided hereunder by Design-  
33 Builder shall support but is not intended to limit the Design-Builder's indemnification  
34 obligations under the Contract Documents.

35 9. Commercial Unavailability of Required Coverages. If, through no fault of the Design-  
36 Builder, any of the coverages required in this Section 1-07.18 (or any of the required  
37 terms of such coverages, including policy limits) become unavailable or are available  
38 only with commercially unreasonable premiums, WSDOT will consider in good faith  
39 alternative insurance packages and programs proposed by the Design-Builder, with the  
40 goal of reaching agreement on a package providing coverage equivalent to that specified  
41 herein. The Design-Builder must demonstrate to WSDOT's reasonable satisfaction that  
42 it has used diligent efforts in the global insurance markets to place the required  
43 insurance coverages, and shall advise WSDOT of the specific results of those efforts. The  
44 Design-Builder shall not be entitled to any increase in the Contract Price for increased  
45 costs resulting from the unavailability of coverage and the requirement to provide  
46 acceptable alternatives. WSDOT shall be entitled to a reduction in the Contract Price if  
47 it agrees to accept alternative policies providing less than equivalent coverage, with the  
48 amount to be determined by extrapolation using the insurance quotes included in the

1 Escrowed Proposal Documents (or based on other evidence of insurance premiums as of  
2 the Proposal Date if the EPDs do not provide adequate information).

3 **1-07.18(3) WSDOT'S RIGHT TO REMEDY BREACH BY DESIGN-BUILDER**

4 Failure on the part of the Design-Builder to maintain the insurance as required shall  
5 constitute a material breach of Contract upon which WSDOT may, after giving five  
6 business days notice to the Design-Builder to correct the breach, immediately terminate  
7 the Contract or, at its discretion, procure or renew such insurance and pay any and all  
8 premiums in connection therewith, with any sums so expended to be repaid to WSDOT on  
9 demand, or at the sole discretion of WSDOT, offset against funds due the Design-Builder  
10 from WSDOT.

11 **1-07.18(4) INSURANCE Proceeds and Prosecution of Claims**

12 Under certain circumstances, insurance policies required to be provided by WSDOT  
13 hereunder are intended to provide compensation to the Design-Builder for costs incurred  
14 by Design-Builder. The Design-Builder shall be responsible for processing all such claims  
15 and shall not be entitled to receive a Change Order for any costs, which it could have  
16 recovered from the insurer. The Design-Builder agrees to report timely to the insurer(s)  
17 any and all matters, which may give rise to an insurance claim and to promptly and  
18 diligently pursue any and all insurance claims on behalf of WSDOT, whether for defense or  
19 indemnity or both. WSDOT agrees to promptly notify the Design-Builder of WSDOT's  
20 incidents, potential claims, and matters which may give rise to an insurance claim by  
21 WSDOT, to tender its defense or the claim to Design-Builder, and to cooperate with the  
22 Design-Builder as necessary for Design-Builder to fulfill its duties hereunder.

23 **1-07.18(5) COMMENCEMENT OF WORK**

24 The Design-Builder shall not commence work under this Contract until it has obtained  
25 the insurance required under this Section 1-07.18, has furnished original certificates of  
26 insurance evidencing the required coverage as required hereunder and such insurance  
27 has been approved by WSDOT, nor shall the Design-Builder allow any Subcontractor to  
28 commence work under its Subcontract until the insurance required of the Subcontractor  
29 has been obtained and approved by the Design-Builder.

30 **1-07.18(6) DISCLAIMER**

31 The Design-Builder and each Subcontractor shall have the responsibility to make sure  
32 that their insurance programs fit their particular needs, and it is their responsibility to  
33 arrange for and secure any insurance coverage which they deem advisable, whether or  
34 not specified herein.

35 **1-07.19 GRATUITIES**

36 The Design-Builder shall not extend any loan, gratuity, or gift of money in any form  
37 whatsoever to any employee or officer of WSDOT: Nor will the Design-Builder rent or  
38 purchase any equipment or materials from any employee or officer of WSDOT. Before  
39 payment of the final estimate will be made, the Design-Builder shall execute and furnish  
40 WSDOT an affidavit certifying compliance with these provisions of the Contract.

41 The Design-Builder shall comply with all applicable sections of the State Ethics law, RCW  
42 42.52, which regulates gifts to State officers and employees. Under that statute, any  
43 WSDOT officer or employee who has or will participate with the Design-Builder regarding  
44 any aspect of this Contract is prohibited from seeking or accepting any gift, gratuity, favor  
45 or anything of economic value from the Design-Builder. Accordingly, neither the Design-



1 The Contract Price reflects what the Design-Builder anticipates to be the cost of  
2 completing the Work, including design, engineering, jobsite and home office overhead,  
3 temporary facilities, methods, materials, labor, and equipment. Except as the Contract  
4 may provide, the Design-Builder shall receive no payment for any costs in excess of the  
5 Contract Price.

6 Prospective Proposers are advised that projects with work on or adjacent to water **may**  
7 **require insurance coverage in compliance with:**

- 8 1. The Longshoremen's and Harbor Worker's Compensation Act (administered by U.S.  
9 Department of Labor); and/or
- 10 2. The State Industrial Insurance (administered by the Washington State Department  
11 of Labor and Industries.),

12 The Design-Builder shall bear all cost for such insurance as provided in Section 1-07.10.

13 No Claim shall be allowed because of any ambiguity in the Contract if:

- 14 1. The Design-Builder discovers an ambiguity but fails to notify WSDOT; or
- 15 2. The Design-Builder failed to discover a patent ambiguity that would be discovered by  
16 a reasonably prudent design-build contractor in preparing its Proposal.

#### 17 **1-02.4(2) SUBSURFACE INFORMATION**

18 WSDOT has made subsurface investigation of the site of the proposed Work. The boring  
19 log data and soil sample test data accumulated by WSDOT are available for inspection by  
20 the Design-Builders. The boring logs shall be considered as part of the Contract. However,  
21 WSDOT makes no representation or warranty expressed or implied that:

- 22 1. The Design-Builders' interpretations from the boring logs are correct;
- 23 2. Moisture conditions and indicated water tables will not vary from those found at the  
24 time the borings were made; and
- 25 3. The ground at the location of the borings has not been physically disturbed or altered  
26 after the boring was made.

27 WSDOT makes no representations, guarantees, or warranties as to the condition,  
28 materials, or proportions of the materials between the specific borings regardless of any  
29 subsurface information WSDOT included in the RFP or otherwise made available to  
30 Proposers.

31 The availability of subsurface information from WSDOT shall not relieve the Design-  
32 Builder from any risks or of any duty to make examinations and investigations as required  
33 by Section 1-02.4(1) or any other responsibility under the Contract or as may be required  
34 by law.

#### 35 **1-02.5 FURTHER ASSURANCES**

36 The Design-Builder shall promptly execute and deliver to WSDOT all such instruments  
37 and other documents and assurances as are reasonably requested by WSDOT to further  
38 evidence the obligations of the Design-Builder under the Contract Documents, including  
39 assurances regarding the assignments of Subcontracts contained herein.



1 provide PSAP with sufficient time to notify their customers of any potential impacts to  
2 service.

3 The Design-Builder shall cooperate with PSAP to the extent that such cooperation is  
4 consistent with the Design-Builder's obligations pursuant to the Contract and the scope  
5 of Work. The Design-Builder shall act diligently in maintaining a positive relationship  
6 with PSAP.

7 The Design-Builder shall provide any insurance coverage that may be required by Work  
8 within railroad rights of way. Insurance coverage shall be effective during the period any  
9 Work is being performed on PSAP property or as required by the railroad.

10 Any and all fees associated with acquiring permits and agreements with PSAP shall be  
11 paid by the Design-Builder and included in the Proposal price. Any work done by PSAP  
12 to complete the Work at the Design-Builder's request or upgrades to facilities as required  
13 by PSAP for the Project will be paid by the Design-Builder and included in the Proposal  
14 price.

15 Procedures and applications for RailAmerica services can be obtained online by  
16 accessing the following Website:

17 <http://www.railamerica.com/RailServices/PSAP.aspx#re>

#### 18 **2.26.3.2 EXISTING RAILROAD CROSSING IMPROVEMENTS**

19 The Design-Builder is advised that the at-grade railroad crossing located at the  
20 intersection of South Division Street and Heron Street (at the north east access point to  
21 the Grays Harbor Site) has inadequate crossing surface. PSAP has indicated that the  
22 existing wood plank crossing surface cannot accommodate the heavy construction traffic  
23 generated by the Project and will need to be upgraded. The Design-Builder shall  
24 coordinate with the PSAP railroad company to make any necessary upgrade  
25 modifications at this railroad crossing.

#### 26 **2.26.3.3 COORDINATION RESPONSIBILITIES WITH LOCAL ROADWAY 27 AUTHORITY**

28 The Design-Builder shall coordinate any Work within the local agency Rights-of-Way  
29 with the local agency and shall coordinate as necessary to obtain any permit, agreement,  
30 or rights of entry to perform the Work.

#### 31 **2.26.3.4 PAYMENT OF RAILROAD SERVICES**

32 The Design-Builder shall promptly deliver payment of invoices received from PSAP. If  
33 the Design-Builder fails to make any payment to PSAP as specified in Section 1-07 of the  
34 General Provisions or elsewhere in the Contract on or before the deadline stated in the  
35 applicable Service Agreement (or if no deadline is stated, within 30 Calendar Days after  
36 receipt of the PSAP's invoice), then WSDOT will have the right to pay PSAP the amount  
37 due (including any interest and/or penalties). If WSDOT pays PSAP, the Design-Builder  
38 shall reimburse WSDOT for such payment within 14 Calendar Days after receipt of  
39 WSDOT's invoice; or WSDOT, at its discretion, may deduct the amount of  
40 reimbursement due from the payment (or payments, if necessary) next due to the  
41 Design-Builder under the Contract.



1     **2.26.3.5     PERMITS AND AGREEMENTS**

2     Except as specifically stated in this Section, the Design-Builder shall obtain all necessary  
3     agreements and permits required for the Project, including but not limited to Right-of-  
4     Entries, Occupancy/Access Agreements, Grade Crossing Agreements, Construction and  
5     Maintenance Agreements and Service Agreements. The Design-Builder shall negotiate  
6     agreements and prepare of all permit and agreement packages, including all applicable  
7     information or portions thereof as required by WSDOT. The Design-Builder shall  
8     coordinate closely with WSDOT and shall provide all information in a timely manner  
9     such as not to delay any work.

10    **2.26.3.5.1         Right of Entry and Contractor's Occupancy/Access Agreement**

11    No entry shall be permitted or Work commenced within PSAP property until the Design-  
12    Builder has executed, delivered, and received in return a fully-executed Right of Entry  
13    (ROE) or a Contractor Occupancy/Access Agreement from RailAmerica; has obtained all  
14    of the insurance required per the ROE Agreement and has complied with all  
15    requirements specified within the permits and agreements. All Work within PSAP  
16    property shall be performed in accordance with the Contractor Occupancy/Access  
17    Agreement.

18    **2.26.3.5.2         Private Grade Crossing Agreement**

19    The Design-Builder shall be required to obtain a Grade Crossing Agreement from  
20    RailAmerica if any new grade crossings are to be constructed, any existing grade  
21    crossings are to be upgraded or impacted by the project, or if existing crossings need to  
22    be brought up to current RailAmerica Engineering Standards. The Design-Builder shall  
23    be responsible for all Work associated with the Grade Crossing Agreement with  
24    RailAmerica.

25    **2.26.3.5.3         Public Grade Crossing Agreements**

26    WSDOT will be the permit holder for public grade crossing agreements or permits. The  
27    Design-Builder shall notify WSDOT of any public grade crossings to be improved. At  
28    WSDOT's request, the Design-Builder shall assist in preparation of the agreement or  
29    permit package, which shall include, but not be limited to, design documents and  
30    preparing documentation. All fees and costs for permits and agreements shall be paid by  
31    the Design-Builder.

32    **2.26.3.5.4         Industrial Track Agreement**

33    The rights of WSDOT and the Design-Builder to access PSAP property to construct the  
34    Project shall be in accordance with an Industrial Track Agreement (ITA) to be negotiated  
35    and executed between the Design-Builder and RailAmerica, including all exhibits  
36    attached thereto. The ITA will be documented according to Section 2.12 (Project  
37    Documentation).

38    At the completion of the project, the Design-Builder shall make arrangement with Rail  
39    America to transfer the ITA to WSDOT, including any rights necessary for the continued  
40    operation of the service spur connecting to PSAP facilities.

41    **2.26.3.5.5         Permits**

42    Permits shall be required for any utility installations or relocations within PSAP  
43    property; access to portions of PSAP property; or the establishment of new, temporary or

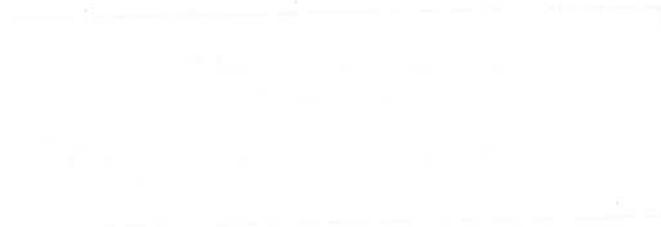




# **SR 520 Evergreen Point Floating Bridge and Landings Project**

# **Request for Proposal**

**December 6, 2010**





1 (e) The character of equipment and facilities needed preliminary to and during Work  
2 performance; and,

3 (f) The site biological hazards and associated physical hazards.

4 3. The character, quality, and quantity of surface and subsurface materials or obstacles to be  
5 encountered insofar as this information is reasonably ascertainable from an inspection of the  
6 Work site (including material sites), the GDR, GBR, SGDR (if any), as well as from the RFP  
7 and information made a part of the Contract; and

8 4. The adequacy of time allowed for the completion of the Work.

9 The Design-Builder is solely responsible for all Site conditions discoverable from a reasonable Site  
10 examination. The Design-Builder further acknowledges and agrees that changes in conditions at the  
11 Site may occur after the date hereof, and that the Design-Builder shall not be entitled to any  
12 increase in compensation or time extension in connection therewith except as specifically permitted  
13 by the Contract. Proposal submission will be considered conclusive evidence that the Proposer has  
14 determined that it has performed a reasonable site investigation.

15 The actual locations, shape and other geometrics of the Project features will be determined by the  
16 Design-Builder within certain constraints set forth in the Contract. Before commencing any Work  
17 on a particular aspect of the Project, the Design-Builder shall verify all governing dimensions at the  
18 Site, and shall examine all adjoining work which may have an impact on such Work. The Design-  
19 Builder shall ensure that the Design Documents and Released For Construction Documents  
20 accurately depict all governing and adjoining dimensions and conditions.

21 It is the Design-Builder's responsibility to make interpretations and draw conclusions with respect  
22 to the character of the geotechnical materials encountered and their impact upon its Work, and  
23 perform additional explorations and testing, both prior to bid and post-award, to supplement the  
24 GBR, GDR and SGDR (if any) data to design the project elements.

25 Any failure of the Design-Builder to take the actions described and acknowledged in this clause  
26 shall not relieve the Design-Builder from responsibility for estimating properly the difficulty and  
27 cost of successfully performing the Work, or from performance of the Work without additional  
28 expense to WSDOT.

29 The Design-Builder agrees that WSDOT shall not be liable to the Design-Builder on any claim for  
30 additional payment or additional time or any claim whatsoever if the claim directly or indirectly  
31 results from the Design-Builder's failure to investigate and familiarize itself sufficiently with the  
32 conditions under which the Contract is to be performed.

33 The Design-Builder shall be familiar and comply with all Federal, State, tribal, and local laws,  
34 ordinances, and regulations which might affect the Work or those engaged in the performance of  
35 the Work. The Department will not consider any plea of misunderstanding or ignorance of such  
36 requirements.

37 The Contract Price reflects the cost of completing the Work, including but not limited to design,  
38 engineering, jobsite and home office overhead, temporary facilities, methods, materials, labor, and  
39 equipment. Except as the Contract may provide, the Design-Builder shall receive no payment for  
40 any costs in excess of the Contract Price.

41 Prospective Proposers are advised that projects with work on or adjacent to water **may require**  
42 **insurance coverage in compliance with:**

43 1. The Longshoremens' and Harbor Worker's Compensation Act (administered by U.S.  
44 Department of Labor); and/or

1           2.    The State Industrial Insurance (administrated by the Washington State Department of Labor  
2                    and Industries.),

3           The Design-Builder shall bear all cost for such insurance as provided in Section 1-07.10.

4           No Claim shall be allowed because of any ambiguity in the Contract if:

- 5           1.    The Design-Builder discovers an ambiguity but fails to notify WSDOT; or  
6           2.    The Design-Builder failed to discover a patent ambiguity that would be discovered by a  
7                    reasonably prudent design-build contractor in preparing its Proposal.

8   **1-02.4(2)        SUBSURFACE INFORMATION**

9           WSDOT has made subsurface investigation of the site of the proposed Work and has provided the  
10           results in the GBR, GDR, and SGDR (if any). However, WSDOT makes no representation or  
11           warranty expressed or implied that:

- 12           1.    The Design-Builder's interpretations from the boring logs are correct;  
13           2.    The ground at the location of the borings has not been physically disturbed or altered after the  
14                    boring was made.

15           The GBR describes the baseline geotechnical and hazardous materials conditions that Design-  
16           Builder should expect to encounter during subsurface construction Work. In the event the GBR is  
17           silent with respect to a particular geotechnical condition, Design-Builder may rely upon the GDR  
18           and/or SGDR (if any) as describing such geotechnical condition. Whenever there is an  
19           inconsistency between geotechnical conditions described in the GBR and the geotechnical  
20           conditions described in the GDR or SGDR (if any), then the geotechnical conditions described in  
21           the GBR shall take precedence, and shall be the geotechnical conditions against which actual  
22           geotechnical conditions encountered are compared for the purpose of determining if a Differing Site  
23           Condition exists. Design-Builder acknowledges that the Contract Price and the Contract Schedule  
24           were developed with full consideration given to the contents of the GBR, GDR, and SGDR (if any),  
25           and that it shall not be entitled to an adjustment in the Contract Price or Contract Time as the result  
26           of encountering conditions consistent with those described.

27           The availability of subsurface information from WSDOT shall not relieve the Design-Builder from  
28           any risks or of any duty to make examinations and investigations as required by Section 1-02.4(1)  
29           or any other responsibility under the Contract or as may be required by law.

30           The geotechnical information in the RFP does not represent site conditions for an ATC. As noted in  
31           the ITP, the Design-Builder is responsible for conducting its own geotechnical investigation, prior  
32           to the Proposal due date, for changes to the Conceptual Design or Basic Configuration, if any, that  
33           are approved as part of any ATC included in the Proposal. Should the Design-Builder's pre-  
34           Proposal ATC geotechnical investigation fail to meet the WSDOT Geotechnical Design Manual  
35           standards, the Design-Builder shall not be entitled to an adjustment in the Contract Price or  
36           Contract Time resulting from a claimed differing site condition pursuant to Section 1-04.7  
37           associated with the Work addressed in the respective ATC.

38   **1-02.5        FURTHER ASSURANCES**

39           The Design-Builder shall promptly execute and deliver to WSDOT all such instruments and other  
40           documents and assurances as are reasonably requested by WSDOT to further evidence the  
41           obligations of the Design-Builder under the Contract Documents, including assurances regarding  
42           the assignments of Subcontracts contained herein.

1 shall instead be deemed to refer to the appropriate provisions of these General Provisions and other  
2 Contract Documents.

3 References to “plan(s)” in the Standard Specifications and Cited References shall be deemed to  
4 refer to the Final Design Documents. References to the project owner shall mean WSDOT, or,  
5 where Work is being performed on facilities owned by a Governmental Body other than WSDOT,  
6 such Governmental Body. References to “bid,” “proposal” or “bid proposal” shall be deemed to  
7 refer to the Proposal. References to the “Contractor” shall be deemed to refer to the Design-  
8 Builder. References to the Engineer in the context of provider of compliance judgment may mean  
9 Engineer-of-Record, the Design-Builder’s Quality Assurance Manager or other appropriate  
10 representative of the Design-Builder, or it may mean a WSDOT representative, depending on the  
11 context, as determined by WSDOT in its sole discretion.

12 If any question arises regarding how to apply any provision of the Standard Specifications to this  
13 Contract, WSDOT’s interpretation regarding such matter shall control. WSDOT may, in its sole  
14 discretion, allow a deviation from the requirements of the Standard Specifications, pursuant to the  
15 process described in the Section 1-04.4 of these General Provisions.

16 **1-03.4 CONTRACT BONDS**

17 Design-Builder shall provide a **Performance Bond** and a **Payment Bond**, each in the amount of  
18 \$500,000,000. Said bonds shall be in the forms provided by WSDOT in Appendix F2. Each bond  
19 required hereunder shall be provided by a Surety:

- 20 (a) registered with the Washington State Insurance Commissioner,
- 21 (b) appearing on the current Authorized Insurance List in the State of Washington published  
22 by the Office of the Insurance Commissioner, and
- 23 (c) with an A.M. Best and Company rating level of A- or better and Class IX or better, or as  
24 otherwise approved by WSDOT in its sole discretion.

25 WSDOT may require any Sureties to appear and qualify themselves at any time. If WSDOT  
26 determines that a Surety is not qualified, WSDOT may, upon written demand, require Design-  
27 Builder to furnish a replacement bond or bonds from a qualified Surety. Until the replacement bond  
28 or bonds are furnished, payments on the Contract will stop.

29  
30  
31  
32 **1-03.5 AMBIGUITIES**

33 The Design-Builder acknowledges and agrees that it had the opportunity and obligation, prior to  
34 submission of its Proposal, to review the terms and conditions of the Contract Documents and to  
35 bring to the attention of WSDOT any conflicts or ambiguities contained therein. The Design-  
36 Builder further acknowledges and agrees that it has independently reviewed the Contract  
37 Documents with legal counsel, and that it has the requisite experience and sophistication to  
38 understand, interpret and agree to the particular language of the provisions of the Contract  
39 Documents. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of  
40 the Contract Documents, said documents shall not be interpreted or construed against the Person  
41 which prepared them and instead other rules of interpretation and construction shall be used.

42 WSDOT’s final answers to the questions posed during the procurement process for the Contract  
43 shall in no event be deemed part of the Contract Documents and shall not be relevant in  
44 interpreting the Contract Documents except as they may clarify provisions otherwise considered  
45 ambiguous.



1 Design-Builder had no actual or constructive knowledge of such conditions as of the Proposal  
2 Date.

3 Shaft obstructions as defined in Appendix B5 Bridge Shaft Mandatory Standard shall not be  
4 considered a Differing Site Condition. See Appendix B5 - Bridge Shaft Mandatory Standard.

5 The party discovering such conditions shall promptly notify the other party in writing of the  
6 specific Differing Site Conditions before they are disturbed and before the affected Work is  
7 performed. Such notification shall identify the conditions represented in the Contract Documents,  
8 the conditions encountered at the site, and an explanation of the difference.

9 Upon written notification, WSDOT will investigate the conditions and if it determines that the  
10 conditions materially differ and cause an increase or decrease in the cost or time required for the  
11 performance of any work under the Contract, an adjustment, excluding loss of anticipated profits,  
12 will be made and the Contract modified in writing accordingly. WSDOT will notify the Design-  
13 Builder of its determination whether or not an adjustment of the Contract is warranted.

14 Notwithstanding the above, the Design-Builder shall be entitled to an equitable adjustment  
15 adjusting the Contract Price only for the actual, reasonable cost increase resulting from Differing  
16 Site Conditions which in the aggregate exceeds \$10,000,000.00. The responsibility for the first  
17 \$10,000,000.00 worth of Differing Site Conditions shall rest solely with the Design-Builder.

18 No Contract adjustment which results in a benefit to the Design-Builder will be allowed unless the  
19 Design-Builder has provided the required written notice.

20 The equitable adjustment will be by agreement with the Design-Builder. However, if the parties  
21 are unable to agree, WSDOT will determine the amount of the equitable adjustment in accordance  
22 with Section 1-09.4. Extensions of time will be evaluated in accordance with Section 1-08.8.

23 If WSDOT determines that Differing Site Conditions do not exist and no adjustment in costs or  
24 time is warranted, such determination shall be final as provided in Section 1-05.1.

25 No claim by the Design-Builder shall be allowed unless the Design-Builder has followed the  
26 procedures provided in Section 1-04.5 and 1-09.11.

27 **1-04.7(1) BURDEN OF PROOF**

28 The Design-Builder shall bear the burden of proving that a Differing Site Condition exists and that  
29 it could not reasonably have worked around the Differing Site Condition so as to avoid additional  
30 cost. Each request for a Change Order under this Section 1-04.7 shall be accompanied by a  
31 statement signed by a qualified professional setting forth all relevant assumptions made by the  
32 Design-Builder with respect to the condition of the Site, justifying the basis for such assumptions  
33 and explaining exactly how the existing conditions differ from those assumptions, and stating the  
34 efforts undertaken by the Design-Builder to find alternative design or construction solutions to  
35 eliminate or minimize the problem and the associated costs.

36 **1-04.7(2) INSURANCE CLAIMS**

37 Prior to filing any request for a Change Order relating to a Differing Site Condition, Design-  
38 Builder shall inquire whether insurance proceeds may be available to cover any of its costs. If  
39 Design-Builder finds that reasonable grounds for filing an insurance claim exist, then Design-  
40 Builder shall so notify WSDOT and shall take appropriate steps to file and pursue the claim in  
41 accordance with Section 1-07.18(4).1. Upon receipt of a Change Order request and evidence that  
42 the claim has been properly filed, WSDOT will process the Change Order request pursuant to the  
43 Contract.



1 or (b) the Utility is the subject of a Prior Relocation. Accordingly, no adjustment in the Contract  
2 Price or extension of the Contract Time will be allowed on account of costs incurred, cost savings  
3 or delays associated with the performance of Incidental Utility Work by the Design-Builder or by  
4 any Utility Owner, regardless of whether or not the Utility Information reveals the circumstances  
5 requiring such Incidental Utility Work. Furthermore, the Design-Builder shall not be entitled to  
6 any increase in the Contract Price for any costs of coordinating with Utility Owners.

7 **1-07.17(13).6 No Adjustment for Voluntary Action by Design-Builder**

8 If the Design-Builder elects to make payments to Utility Owners or to undertake any other efforts  
9 with respect to Relocation of Utilities that are not required by the terms of the Contract Documents,  
10 then unless the Design-Builder has received direction from WSDOT in accordance with Section 1-  
11 04.4, to do so, the Design-Builder shall not be entitled to any extension of the Contract Time or  
12 increase in the Contract Price in connection therewith. The Design-Builder shall promptly notify  
13 WSDOT of the terms of any such arrangements.

14 **1-07.17(14) FHWA UTILITY REQUIREMENTS**

15 The provisions of this Section 1-07.17(14) apply to the Project unless WSDOT advises Design-  
16 Builder otherwise. The Project is subject to 23 CFR Part 645 Subpart A (including its requirements  
17 as to plans, specifications, estimates, charges, tracking of costs, credits, billings, records retention,  
18 and audit) and FHWA's associated policies, and accordingly all Relocation Agreements shall  
19 incorporate by reference 23 CFR Part 645 Subpart A. Design-Builder shall be responsible for  
20 preparing and processing any submittals to FHWA that may be required with respect to the Utility  
21 Relocations. Design-Builder shall comply (and shall require the Utility Owners to comply) with 23  
22 CFR Part 645 Subpart A as necessary for any Utility Relocation Costs to be eligible for  
23 reimbursement from any federal financing or funding.

24 **1-07.18 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

25 Design-Builder shall procure and maintain insurance as specified in this Section 1-07.18. The  
26 insurance provided hereunder shall be available for the benefit of the Indemnified Parties and  
27 Design-Builder with respect to covered claims, but shall not be interpreted to relieve Design-  
28 Builder of any obligations hereunder. Unless otherwise specified in the Contract, all insurance  
29 required hereunder shall be procured from insurance or indemnity companies with an A.M. Best  
30 and Company rating level of A- or better, Class VIII or better, or as otherwise approved by  
31 WSDOT and with companies or through sources approved by the State Insurance Commissioner  
32 pursuant to Chapter 48.05 RCW. If an insurer is not an admitted carrier (unauthorized insurer), the  
33 insurance policies and procedures for issuing the insurance policies must comply with Chapter  
34 48.15 RCW and 284-15 WAC. Unless otherwise indicated below, the policies shall be kept in force  
35 from the execution date of the Contract until the date of Final Acceptance, as determined pursuant  
36 to Section 1-05.12.

37 **1-07.18(1) MINIMUM INSURANCE REQUIREMENTS**

38 **1-07.18(1).1 Workers' Compensation**

39 Design-Builder and each Related Entity shall provide industrial insurance and medical aid as  
40 required under Title 51 RCW. Design Builder shall also provide coverage for claims asserted under  
41 the Longshore and Harbor Workers Compensation Act (LHWCA) and the Jones Act, as required.  
42 Design-Builder shall maintain such insurance through the expiration of the Warranty periods  
43 described in Section 1-05.16. Design-Builder shall be the named insured on these policies. A

1 Design-Builder who is self-insured under Title 51 RCW shall also provide an endorsement  
2 extending coverage to all State operations on an “if any” basis.

3 To the extent not provided under a Design Builder’s multi-state workers’ compensation policy,  
4 Design Builder shall also provide “stop-gap” liability insurance under its commercial general  
5 liability (for bodily injury or disease) with minimum limits of \$1,000,000 per accident for bodily  
6 injury by accident, \$1,000,000 per employee for bodily injury by disease, and \$1,000,000 aggregate  
7 limit for bodily injury by disease.

8 **1-07.18(1).2 Commercial General Liability**

9 Design-Builder shall provide commercial general liability coverage (CGL), on a primary basis, for  
10 bodily injury, property damage, personal injury and advertising injury liability written on an  
11 occurrence form that shall be no less comprehensive and no more restrictive than the coverage  
12 provided by Insurance Services Office (ISO) form CG 00 01 12 04. Design-Builder shall maintain  
13 such insurance through Physical Completion, and during any warranty work.

14 The commercial general liability insurance shall include, but not be limited to, coverage for liability  
15 arising out of: (i) fire legal liability in an amount not less than \$50,000; (ii) blanket contractual; (iii)  
16 independent contractors; (iv) premises operations; (v) products and completed operations for a  
17 minimum of six years following Completion; and (vi) the acts, errors and omissions in the  
18 rendering or failure to render professional services under the Contract Documents or in the  
19 performance of the Work. This coverage shall have annual minimum limits of \$2,000,000 per  
20 occurrence, \$4,000,000 general annual aggregate and \$4,000,000 products/completed operations  
21 aggregate. If commercial general liability insurance with a general aggregate limit and products  
22 and completed operations aggregate limit is used, then both the general liability and  
23 products/completed operations aggregate limits shall apply separately and exclusively to the  
24 Project, or Design-Builder may obtain separate insurance to provide the required limit which shall  
25 not be subject to depletion because of claims arising out of any other project or activity of Design-  
26 Builder.

27 Design-Builder shall be the named insured. Each of the Indemnified Parties shall also be added to  
28 the commercial general liability policy as either (a) named insured or (b) additional insureds with  
29 respect to liability arising out of the Project or any acts, errors or omissions of any Related Entity,  
30 whether occurring on or off of the Site. If the State is added to this policy as a named insured, then  
31 the Design-Builder is not required to obtain the owners and contractors protective (OCP) coverage  
32 pursuant to 1-07.18(1).11.

33 **1-07.18(1).3 Automobile Liability**

34 Design-Builder shall provide commercial automobile liability insurance covering the ownership,  
35 maintenance or use of all owned/leased, non-owned and hired vehicles used in the performance of  
36 the Work, both on and off the Site, including loading and unloading, with limits of not less than  
37 \$1,000,000 per accident, combined single limit for bodily injury and property damage liability.  
38 Design-Builder shall maintain such insurance through Completion; provided, however, that such  
39 coverage shall be maintained for vehicles used in the performance of Warranty Work until the  
40 expiration of the Warranty periods described in Section 1-05.16. Coverage shall be provided on  
41 Insurance Services Office form number CA 0001 or an equivalent and shall include endorsement  
42 CA9948 (in transit pollution risks coverage). Design-Builder shall be the named insured and the  
43 Indemnified Parties shall be additional insureds with respect to liability arising out of the Project or  
44 any acts, errors, or omissions of any Related Entity. The required limits can be satisfied by a  
45 combination of a primary policy and an excess policy.

1 **1-07.18(1).4 Environmental Liability**

2 The Design-Builder shall provide environmental liability coverage, on an occurrence or claims  
3 made basis, with annual limits of not less than \$100,000,000 per claim and in the aggregate,  
4 including liability arising out of transportation and non-owned disposal sites. The policy shall  
5 include as named insureds the State, the Design-Builder and any Related Entity of any tier  
6 performing Work for which such coverage is appropriate. The remaining Indemnified Parties shall  
7 be additional insureds with respect to liability arising out of the Project or any acts, errors or  
8 omissions of any Related Entity, whether occurring on or off of the Site:

9 The policy shall have a five year extended reporting period and cover claims made on and prior to  
10 Final Acceptance and claims made after Final Acceptance, but within the extended reporting  
11 period. The required limits can be satisfied by a combination of a primary policy and an excess  
12 policy.

13 **1-07.18(1).5 Excess Liability**

14 Design-Builder shall provide excess liability coverage with annual limits of not less than  
15 \$250,000,000 which will provide coverage at least as broad as the primary coverages set forth  
16 herein, including Workers' Compensation, Commercial General Liability, Automobile Liability,  
17 and Aircraft Liability, in excess of the amounts set forth in Sections 1-07.18(1).1 (for Jones Act and  
18 LHWCA liability), 1-07.18(1).2, 1-07.18(1).3, 1-07.18(1).8, and 1-07.18(1).9, respectively. The  
19 Indemnified Parties shall be additional insureds with respect to liability arising out of the Project or  
20 any acts, errors or omissions of any Related Entity, whether occurring on or off the Site, to the  
21 extent that they are not named on any of the foregoing policies as named insureds.

22 **1-07.18(1).6 Intentionally Vacant**

23 **1-07.18(1).7 Builder's Risk**

24 The Design-Builder shall procure and maintain builder's risk insurance for the Project as specified  
25 below. The policy shall be written by insurers authorized to conduct business in the State of  
26 Washington with a minimum A.M. Best's Rating of A-, Class X. The insureds shall be the Design-  
27 Builder, any Related Entity (excluding those solely responsible for design Work), WSDOT and the  
28 Indemnified Parties, as their interests may appear. The insurance shall be maintained until the date  
29 of Final Acceptance; provided that Design-Builder shall not be required to maintain property  
30 insurance for any portion of the Project following transfer of control thereof to WSDOT.

31 a. **Minimum Scope**

32 The policy shall be a blanket builder's risk insurance policy on an "all risk" basis for the  
33 entire Project including: (1) coverage for any ensuing loss from faulty workmanship,  
34 Nonconforming Work, omission or deficiency in design or specifications; (2) coverage  
35 against damage or loss caused by earth movement, flood, fire, accidental breakdown of  
36 machinery, theft, vandalism and malicious mischief; (3) coverage for removal of debris, (3)  
37 coverage for buildings, structures, machinery, equipment, facilities, fixtures and all other  
38 properties constituting a part of the Project; (4) transit coverage, including ocean marine  
39 coverage (unless insured by the supplier), with sub-limits sufficient to insure the full  
40 replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to  
41 insure the full replacement value of any property or equipment stored either on or off the Site.  
42 Such insurance shall be on a form acceptable to WSDOT.

43 In satisfaction of the requirements of subsection (4) above concerning "ocean marine  
44 coverage", the Contractor may obtain separate ocean marine insurance on an "All Risk" basis

1 known as "Institute Cargo Clauses (A)" including war, riots and strikes, covering all  
2 materials and equipment associated with the Work at full replacement value while in transit,  
3 shipment and/or moorage until the date of Completion.

4 b. Minimum Coverage Limits

5 Coverage shall be for the replacement value thereof for "all risks" of direct physical loss or  
6 damage, including earth movement and flood coverage, with a minimum limit of liability  
7 equal to the greater of (a) \$500,000,000 or (b) the probable maximum loss of the Project and  
8 the components thereof. Coverage shall include earthquake insurance with sub limits of  
9 \$100,000,000 minimum annual aggregate limit and flood insurance with sub limits of  
10 \$100,000,000 minimum annual aggregate limit. The coverage shall be written without risk of  
11 liability of WSDOT for payment and without deduction for depreciation. There shall be no  
12 coinsurance penalty provision in any such policy. Deductibles or self-insured retentions shall  
13 be no greater than 2% of the total value of each insured unit at the time of loss.

14 **1-07.18(1).8 Railroad Protective Liability**

15 The Design-Builder shall provide any coverage as may be required by any railroad as a condition of  
16 the railroad's consent for entry onto railroad facilities or property. Said policy shall be effective  
17 during the period any Work is being performed across, under or adjacent to any railroad tracks or  
18 any railroad right of way.

19 **1-07.18(1).9 Aircraft Liability**

20 The Design-Builder shall provide insurance, with annual limits of not less than \$25,000,000 per  
21 occurrence, in all cases where any aircraft is used on the Project that is owned, leased or chartered  
22 by any Related Entity, protecting against claims for damages resulting from such use. Any aircraft  
23 intended for use in performance of the Work, the aircraft crew, flight path and altitude, including  
24 landing of any aircraft on the Site or on any property owned by State shall be subject to review and  
25 written acceptance by WSDOT prior to occurrence of any such usage. If any aircraft are leased or  
26 chartered with crew and/or pilot, evidence of non-owned aircraft liability insurance will be  
27 acceptable but must be provided prior to use of the aircraft. The Indemnified Parties shall be  
28 additional insureds with respect to liability arising out of the Project or any acts, errors or omissions  
29 of any Related Entity, whether occurring on or off the Site

30 **1-07.18(1).10 Marine Liability**

31 The Design-Builder shall provide marine protection and indemnity (P&I) insurance for all liabilities  
32 arising out of the operation of a watercraft or vessel used on the Project that is owned, leased or  
33 chartered by the Design Builder or any Related Entity. The policy shall include, among other  
34 things, coverage for bodily injury, illness and/or loss of life to any person or crew member  
35 (including any and all claims arising pursuant to the Jones Act and LHWCA and claims for  
36 maintenance and cure), damage to cargo while loading, carrying or unloading cargo, damage to  
37 piers and docks, pollution liability, charterer's liability, and removal of wreckage as required by  
38 law. Such coverage shall have primary limits of not less than \$5,000,000 per occurrence, and  
39 excess limits of not less than \$20,000,000 shall be required in all cases where any watercraft or  
40 vessel is used on the Project that is owned, leased or chartered by any Related Entity. If any  
41 watercraft or vessels are leased or chartered with crew, evidence of non-owned watercraft liability  
42 insurance complying with the requirements of this Section will be acceptable but must be provided  
43 to WSDOT prior to use of the watercraft or vessel. The Indemnified Parties shall be additional  
44 insureds with respect to liability arising out of the Project or any acts, errors or omissions of any  
45 Related Entity, whether occurring on or off the Site.

1 **1-07.18(1).11 Owners and Contractors Protective (OCP) Liability Insurance**

2 Design-Builder shall either include the State as a named insured under the CGL policy required  
3 above or provide owners and contractors protective (OCP) liability insurance, with an annual  
4 minimum limit of \$2,000,000 per occurrence, \$4,000,000 general annual aggregate, providing  
5 bodily injury and property damage liability coverage until the Final Acceptance date, as determined  
6 pursuant to Section 1-05.12, under Insurance Services Office form CG 0009, together with  
7 WSDOT Amendatory Endorsement No. CG 29 08, specifying the State as named insured.

8 **1-07.18(2) GENERAL INSURANCE REQUIREMENTS**

9 **1-07.18(2).1 Premiums, Deductibles and Self-Insured Retentions**

10 Design-Builder shall be responsible for payment of premiums for all insurance required under this  
11 Section 1-07.18. Design-Builder further agrees that for each claim, suit or action made against  
12 insurance provided hereunder, with respect to all matters for which Design-Builder is responsible  
13 hereunder, Design-Builder shall be solely responsible for all deductibles, self-insured retentions  
14 (SIRs) and amounts in excess of the coverage provided. Any deductibles or SIRs shall not exceed  
15 \$1,000,000 unless otherwise provided in this Section 1-07.18. Any deductibles or SIRs shall not  
16 apply to WSDOT or the Indemnified Parties. With respect to any deductibles or SIRs in excess of  
17 \$100,000.00, Design-Builder shall provide, at the time the policies are delivered, a bond or an  
18 irrevocable letter of credit acceptable to WSDOT guaranteeing payment of losses and related  
19 investigations, claims administration and defense expenses which may fall within any SIR.

20 **1-07.18(2).2 Verification of Coverage**

21 Design-Builder shall file with WSDOT, Contract Payment Section, P.O. Box 47420, Olympia, WA  
22 98504-7420, certified copies of all policies required hereunder evidencing the minimum insurance  
23 coverages required to be provided, at least 30 days prior to the date such insurance is required to be  
24 provided hereunder. WSDOT shall have no duty to pay or perform under the Contract Documents  
25 until such policies, in compliance with all requirements of this Section 1-07.18, have been  
26 provided. By accepting the policies as required hereunder, WSDOT does not acknowledge or  
27 represent that the insurance requirements of Section 1-07.18 have been satisfied. WSDOT  
28 expressly reserves all rights against the Design-Builder to assert claims for breach of the terms and  
29 conditions of this Section 1-07.18 at any time in the future. Design-Builder shall promptly deliver  
30 to WSDOT a certificate of insurance with respect to each renewal policy, as necessary to  
31 demonstrate the maintenance of the required insurance coverages for the terms specified herein.  
32 Such certificates shall be delivered to WSDOT not less than 45 days prior to the expiration date of  
33 any policy and bear a notation evidencing payment of the premium therefore. If requested by  
34 WSDOT from time to time, certified duplicate copies of any renewal policy shall also be provided.

35 **1-07.18(2).3 Subcontractor Insurance Requirements**

36 Design-Builder shall cause each Subcontractor to provide and maintain insurance that complies  
37 with the requirements for Design-Builder-provided insurance set forth in this Section 1-07.18 in  
38 circumstances where the Subcontractor is not covered by Design-Builder-provided insurance;  
39 provided that Design-Builder shall have sole responsibility for determining the limits of coverage  
40 required to be obtained by Subcontractors (if any), which determination shall be made in  
41 accordance with reasonable and prudent business practices. Design-Builder shall cause each such  
42 Subcontractor to include each of the Indemnified Parties as additional insureds under such  
43 Subcontractors' insurance policies obtained pursuant to Sections 1-07.18(1).2, 1-07.18(1).3, 1-  
44 07.18(1).4, 1-07.18(1).5, 1-07.18(1).8, 1-07.18(1).9, and 1-07.18(1).10 above. Design-Builder shall  
45 require each such Subcontractor to require that its insurer agree to waive any subrogation rights the

1 insurers may have against the Indemnified Parties. If requested by WSDOT, Design-Builder shall  
2 promptly provide certificates of insurance evidencing coverage for each Subcontractor. WSDOT  
3 shall have the right to contact the Subcontractors directly in order to verify the above coverage.

4 **1-07.18(2).4 Endorsements and Waivers**

5 All insurance policies required to be provided by Design-Builder hereunder shall contain or be  
6 endorsed to comply with the following provisions, provided that, for the workers' compensation  
7 policy, only subsections (d) and (g) shall be applicable:

- 8 (a) For claims covered by the insurance specified herein, all insurance coverage shall be  
9 primary insurance and non-contributory with respect to the named insureds, additional  
10 insureds, and their respective members, directors, officers, employees, agents and  
11 consultants, and shall specify that coverage continues notwithstanding the fact that  
12 Design-Builder has left the Site. Any insurance or self-insurance beyond that specified in  
13 this Contract that is maintained by an Indemnified Party, additional insured, or their  
14 members, directors, officers, employees, agents and consultants shall be in excess of, and  
15 shall not contribute with, the insurance required herein.
- 16 (b) Any failure on the part of a named insured to comply with reporting provisions or other  
17 conditions of the policies, any breach of warranty, any action or inaction of a named  
18 insured or others, any foreclosure relating to the Project or any change in ownership of all  
19 or any portion of the Project shall not affect coverage provided to the other insureds or  
20 additional insureds (and their respective members, directors, officers, employees, agents  
21 and consultants).
- 22 (c) All liability insurance to be provided herein shall include a "separation of insureds"  
23 clause and shall apply separately to each insured and additional insured against whom a  
24 claim is made or suit is brought, except with respect to the limits of the insurer's liability.  
25 No policy shall contain any provision or exclusion (including but not limited to a "cross-  
26 liability" or similar exclusion) that in effect would prevent, bar, or otherwise preclude  
27 any insured or additional insured under the policy from making a claim that would  
28 otherwise be covered by such policy on the grounds that the claim is brought by an  
29 insured or additional insured against an insured or additional insured under the policy.  
30 The requirements of this subsection do not apply to claims by Design-Builder against any  
31 of its Subcontractors or suppliers or to claims between Subcontractors and/or suppliers.
- 32 (d) Each policy shall be endorsed to state that coverage shall not be suspended, voided,  
33 canceled, modified or reduced in coverage or in limits except after 45 days (10 days for  
34 non-payment of premium) prior written notice by certified mail, return receipt requested,  
35 has been given to WSDOT. Such endorsement shall not include any limitation of  
36 liability of the insurer for failure to provide such notice.
- 37 (e) All endorsements adding additional insureds to required policies shall be on form CG-20-  
38 10 (1985 edition) or an equivalent form and shall contain no limitations or exclusions  
39 with respect to "products/completed operations" coverage. The coverage shall be  
40 primary and non contributory with respect to any other insurance maintained by the  
41 additional insured. Any insurance or self-insurance that is maintained by an additional  
42 insured, or their members, directors, officers, employees, agents and consultants shall be  
43 in excess of, and shall not contribute with, the insurance required herein.
- 44 (f) The automobile liability insurance policy shall be endorsed to include Motor Carrier Act  
45 Endorsement-Hazardous materials clean up (MCS-90) or its equivalent and form CA  
46 2048.

1 (g) Each policy shall provide coverage on an "occurrence" basis and not a "claims made"  
2 basis (with the exception of pollution liability, and earth movement policies).

3 (h) The commercial general liability insurance policy shall be endorsed to state that coverage  
4 for bodily injury to Related Entity employees shall not be excluded.

5 **1-07.18(2).5 Waivers of Subrogation**

6 The Design-Builder waives all rights against the Indemnified Parties, against each of their agents  
7 and employees and against Subcontractors and suppliers and their respective members, directors,  
8 officers, employees, agents and consultants for any claims arising out of the performance of work  
9 under this Contract. Design-Builder shall require all Subcontractors and any Related Entity to  
10 provide similar waivers in writing each in favor of the Indemnified Parties. The waivers required in  
11 this subsection do not apply to claims between Subcontractors and/or subconsultants of Design-  
12 Builder or those claims asserted by Design-Builder against any Subcontractors and/or suppliers.  
13 Each policy, including, but not limited to, workers' compensation coverage, but excluding owners  
14 and contractors protective liability insurance, shall include a waiver of any right of subrogation  
15 against the Indemnified Parties and any other additional insureds (and their respective members,  
16 directors, officers, employees, agents and consultants).

17 **1-07.18(2).6 Changes in Requirements**

18 WSDOT shall notify Design-Builder in writing of any changes in the requirements applicable to  
19 insurance required to be provided by Design-Builder. Except as set forth in this Section 1-07.18(2),  
20 any additional cost from such change shall be paid by WSDOT and any reduction in cost shall  
21 reduce the Contract Price pursuant to a Change Order.

22 **1-07.18(2).7 No Recourse**

23 All costs for insurance shall be considered incidental to and included in the Contract Price and no  
24 additional payment will be made by WSDOT unless expressly specified in this Section 1-07.18(2).

25 **1-07.18(2).8 Support of Indemnifications**

26 The insurance coverage provided hereunder by Design-Builder shall support but is not intended to  
27 limit Design-Builder's indemnification obligations under the Contract Documents.

28 **1-07.18(2).9 Commercial Unavailability of Required Coverages**

29 If, through no fault of Design-Builder, any of the coverages required in this Section 1-07.18 (or any  
30 of the required terms of such coverages, including policy limits) become unavailable or are  
31 available only with commercially unreasonable premiums, WSDOT will consider in good faith  
32 alternative insurance packages and programs proposed by Design-Builder, with the goal of reaching  
33 agreement on a package providing coverage equivalent to that specified herein. Design-Builder  
34 must demonstrate to WSDOT's reasonable satisfaction that it has used diligent efforts in the global  
35 insurance markets to obtain the required insurance coverages, and shall advise WSDOT of the  
36 specific results of those efforts. Design-Builder shall not be entitled to any increase in the Contract  
37 Price for increased costs resulting from the unavailability of coverage and the requirement to  
38 provide acceptable alternatives. WSDOT shall be entitled to a reduction in the Contract Price if it  
39 agrees to accept alternative policies providing less than equivalent coverage, with the amount to be  
40 determined by extrapolation using the insurance quotes included in the Escrowed Proposal  
41 Documents escrowed pursuant to Section 1-03.15 (or based on other evidence of insurance  
42 premiums as of the Proposal Date if the Escrowed Proposal Documents do not provide adequate  
43 information).

1 **1-07.18(3) WSDOT'S RIGHT TO REMEDY BREACH BY DESIGN-BUILDER**

2 The Design Builder shall provide WSDOT with notice of any cancellation of a policy required  
3 hereunder, by facsimile transmission and U.S. Mail, within two business days of receipt. Failure on  
4 the part of Design-Builder to maintain the insurance as required hereunder shall constitute a  
5 material breach of the Contract, upon which WSDOT may, after giving five business days notice to  
6 Design-Builder to correct the breach, immediately terminate the Contract or, at its discretion,  
7 procure or renew such insurance and pay any and all premiums in connection therewith, with any  
8 sums so expended to be repaid to WSDOT on demand, or at the sole discretion of WSDOT, offset  
9 against funds due Design-Builder from WSDOT.

10 **1-07.18(4) INSURANCE PROCEEDS AND PROSECUTION OF CLAIMS**

11 Unless otherwise directed by WSDOT in writing, Design-Builder shall be responsible for reporting  
12 and processing all potential claims by WSDOT or Design-Builder against the insurance required to  
13 be provided under this Section 1-07.18. Except as noted otherwise, Design-Builder shall not be  
14 entitled to receive a Change Order for any costs which it could have recovered from the insurer.  
15 Design-Builder agrees to report timely to the insurer(s) any and all matters which may give rise to  
16 an insurance claim and to promptly and diligently pursue any and all insurance claims on behalf of  
17 WSDOT, the Indemnified Parties and any additional insureds, whether for defense or indemnity or  
18 both. WSDOT agrees to promptly notify Design-Builder of WSDOT's incidents, potential claims,  
19 and matters which may give rise to an insurance claim by WDOT, to tender its defense or the claim  
20 to Design-Builder, and to cooperate with Design-Builder as necessary for Design-Builder to fulfill  
21 its duties hereunder.

22 **1-07.18(4).1 Claims Relating to Differing Site Conditions**

23 Design-Builder shall be responsible for reporting and processing all potential insurance claims  
24 relating to Differing Site Conditions. The proceeds of all such claims shall be paid directly to  
25 WSDOT. Design-Builder agrees to report timely to the insurer(s) any such matters which may  
26 give rise to an insurance claim and to promptly and diligently pursue such claims on behalf of  
27 WSDOT. Design-Builder shall maintain contemporaneous records of all costs incurred by it with  
28 respect to the Differing Site Condition pending a determination by the insurance company  
29 regarding the claim. WSDOT agrees to cooperate with Design-Builder as necessary for Design-  
30 Builder to fulfill its duties hereunder.

31 **1-07.18(5) COMMENCEMENT OF WORK**

32 Design-Builder shall not commence Work under this Contract until it has obtained the insurance  
33 required under this Section 1-07.18, has furnished original policies of insurance evidencing the  
34 required coverage as required hereunder, nor shall Design-Builder allow any Subcontractor to  
35 commence Work under any Subcontract until the insurance required of the Subcontractor has been  
36 obtained and approved by Design-Builder.

37 The insurance coverage required pursuant to Sections 1-07.18(1)1, 1-07.18(1)2, and 1-07.18(1)3  
38 shall be provided prior to the start of the NTP 1 Work. All remaining coverages required pursuant  
39 to Section 1-07.18(1) shall be provided prior to the start of the NTP 2 Work.

40 **1-07.18(6) DISCLAIMER**

41 Design-Builder and each Subcontractor shall have the responsibility to make sure that their  
42 insurance programs fit their particular needs, and it is their responsibility to arrange for and secure  
43 any insurance coverage which they deem advisable, whether or not specified herein. Nothing in

1 this Contract shall be construed as limiting in any way the extent to which Design builder may be  
2 held responsible for any claims resulting from its performance of the work hereunder. Design-  
3 Builder's obligations to procure insurance are separate and independent of its contractual defense  
4 and indemnity obligations. The coverage limits set forth in the Section 1-07.18 are minimum  
5 requirements and WSDOT does not represent that the minimum coverages and limits required  
6 hereunder will necessarily be adequate to protect Design-Builder.

7 **1-07.19 GRATUITIES**

8 The Design-Builder shall not extend any loan, gratuity, or gift of money in any form whatsoever to  
9 any employee or officer of WSDOT: Nor will the Design-Builder rent or purchase any equipment  
10 or materials from any employee or officer of WSDOT. Before payment of the final estimate will  
11 be made, the Design-Builder shall execute and furnish WSDOT an affidavit certifying compliance  
12 with these provisions of the Contract.

13 The Design-Builder shall comply with all applicable sections of the State Ethics law, RCW 42.52,  
14 which regulates gifts to State officers and employees. Under that statute, any WSDOT officer or  
15 employee who has or will participate with the Design-Builder regarding any aspect of this Contract  
16 is prohibited from seeking or accepting any gift, gratuity, favor or anything of economic value from  
17 the Design-Builder. Accordingly, neither the Design-Builder nor any agent or representative of the  
18 Design-Builder shall offer anything of economic value as a gift, gratuity, or favor directly or  
19 indirectly to any such officer or employee.

20 **1-07.20 PATENTED DEVICES, MATERIALS, AND PROCESSES**

21 The Design-Builder shall assume all costs arising from the use of patented devices, materials, or  
22 processes used on or incorporated in the Work, and agrees to indemnify, defend, and save harmless  
23 the State, Commission, Secretary, and their duly authorized agents and employees from all actions  
24 of any nature for, or on account of the use of any patented devices, materials, or processes.

25 **1-07.21 ROCK DRILLING SAFETY REQUIREMENTS**

26 It shall be the Design-Builder's responsibility to maintain safe working conditions during rock  
27 drilling, by keeping dust concentration below the threshold limit value or by providing those  
28 protective devices that may be required by the State Department of Labor and Industries.

29 **1-07.22 USE OF EXPLOSIVES**

30 When using explosives, the Design-Builder shall use the utmost care to protect life and property, to  
31 prevent slides, and to leave undisturbed all materials, outside the neat lines of the cross-section.

32 Explosives shall be handled, marked, stored, and used in compliance with WAC 296-52 and such  
33 local laws, rules, and regulations that may apply. The stricter provisions shall apply.

34 All explosives shall be stored securely as required by all laws and ordinances that apply. Each  
35 storage place shall be clearly marked: "Dangerous-Explosives." No explosives shall be left  
36 unprotected.

37 If public utilities or railroads own equipment near the blast site, the Design-Builder shall notify the  
38 owners of the location, date, time, and approximate duration of the blasting. This notice shall be  
39 given sufficiently in advance to enable all owners to take any steps as they deem necessary to  
40 protect their property from injury.

41 Blasting near proposed structures shall be completed before work on them begins. When the use of  
42 explosives is necessary for the prosecution of the work, the Design-Builder's insurance shall  
43 contain a special clause permitting the blasting.



3	4 - Type 1 longitudinal pontoons 2 - Type 5 supplemental stability pontoons	4/24/2013
4	2 - Type 1A longitudinal pontoons 2 - Type 1 longitudinal pontoons 1 - Type 4 supplemental stability pontoon 1 - Type 4A supplemental stability pontoon	9/7/2013
5	4 - Type 1 longitudinal pontoons 1 - Type 4a supplemental stability pontoon 1 - Type 4 supplemental stability pontoon	1/29/2014
6	3 - Type 1 longitudinal pontoons	6/26/2014

1

2 The Design-Builder shall attach towing lines to the PFS that is available for transfer at  
 3 the agreed time on the transfer date. Once the towing lines are in place and secure, the  
 4 mooring lines will be removed from the PFS. When the mooring lines are free, the  
 5 transfer of that PFS to the Design-Builder is complete and that PFS is in the care of the  
 6 Design-Builder. Temporary bollards are provided by the PCP Contractor for the transfer  
 7 process. After the PFS is transferred and secured at moorage by the Design-Builder, the  
 8 temporary bollards shall be removed and returned to the PCP Contractor. The Design-  
 9 Builder shall arrange and conduct coordination meetings for each cycle with the PCP  
 10 Contractor and WSDOT to review the Transfer Plan. The Design-Builder shall work with  
 11 the PCP Contractor to further develop the details of the transfer operation and document  
 12 them in the Transfer Plan. A draft of the Transfer Plan shall be available one week in  
 13 advance of the coordination meeting for both the PCP Contractor and WSDOT.

14 Immediately upon the Instant of Transfer of a PFS, the Design-Builder shall assume full  
 15 responsibility and liability for that PFS. This responsibility and liability includes but is  
 16 not limited to the following: liability insurance, builder's risk insurance, towing  
 17 insurance, damage from any cause, loss due to any cause, security, monitoring,  
 18 inspection, maintenance, repair, and responding to planned or emergency situations.

19 **2.27.5 DESIGN CRITERIA**

20 The Design-Builder shall meet the requirements in Section 2.12 regarding the allowable  
 21 stresses in pontoons during mooring and towing.

22 **2.27.5.1 MOORAGE AND TOWING DESIGN PERSONNEL REQUIREMENTS**

23 The Design-Builder shall provide a Marine Lead Engineer with a minimum of 15 years of  
 24 experience in marine design and applicable experience in developing wind and wave  
 25 loads for large floating structures. The Marine Lead Engineer shall be a Professional  
 26 Engineer in Naval Architecture and Marine Engineering, licensed under Title 18 RCW,  
 27 and shall be in responsible charge of the marine design elements of the Project. The  
 28 Marine Lead Engineer shall assume the leadership role for the development of design for  
 29 the work described in this section to ensure that a safe and seaworthy design is  
 30 produced.

31 **2.27.5.2 MOORING DESIGN**

32 The mooring system for pontoons shall be designed such that the pontoons will not be  
 33 damaged by pontoon to pontoon clashing, pontoon grounding, fender loads or



1 Slump retention and setting time shall be controlled using a retarding or hydration-  
2 stabilizing admixture.

3 The concrete shall not be air entrained.

4 The concrete shall have a 28 day minimum compressive strength of 7,500 psi and a  
5 minimum modulus of elasticity of 5,400 ksi.

6 Creep and shrinkage shall be less than 350 microstrains.

7 The Design-Builder shall submit a mix design for the concrete to WSDOT for approval in  
8 accordance with Section 6-02.3(2)A.

9 As part of the Design-Builder's concrete mix design submittal, the Design-Builder shall  
10 submit the results of a permeability test conducted on the Design-Builder's mix design in  
11 accordance with AASHTO T 277. The maximum permeability shall be 1,000 coulombs at  
12 56 days. The permeability test results shall be submitted to WSDOT at least 30 calendar  
13 days prior to the first scheduled placement of concrete in the Design-Builder's pontoon  
14 test section as required by Section 2.14.3.1. This permeability test is required for  
15 approval of the mix design only, and will not be a requirement for acceptance of  
16 production concrete.

17 The Design-Builder shall perform the following tests as part of the Design-Builder's  
18 concrete mix design submittal:

- 19 • Compressive strength at 1, 2, 7, 14, 28 and 56 days in accordance with ASTM C  
20 39.
- 21 • Rapid chloride permeability at 28 and 56 days in accordance with ASTM C 1202.
- 22 • Creep and shrinkage in accordance with ASTM C 512.
- 23 • Modulus of elasticity at 3 and 28 days in accordance with ASTM C 469.
- 24 • Freeze-thaw in accordance with ASTM C 666 (300 cycles, durability factor  
25 minimum).
- 26 • Heat of hydration in a semi-adiabatic chamber (used for thermal modeling).
- 27 • Length change/drying shrinkage in accordance with ASTM C 157.
- 28 • Ring shrinkage in accordance with ASTM C 1581.
- 29 • Splitting tensile strength at 28 days in accordance with ASTM C 496.
- 30 • Large batch in accordance with AASHTO R 39.
- 31 • Static segregation of SCC by column method in accordance with ASTM C 1610.
- 32 • Passing ability of SCC by J-ring in accordance with ASTM C 1621.

33 *2.14.5.1.2.2 Concrete Class FS*

34 Upon completion of WSDOT Contract 7812, the Design-Builder may use Concrete Class  
35 FS, conforming to the following mix specifications, and all WSDOT approved  
36 modifications made to the mix specifications during WSDOT Contract 7812:

37	Material	Weight (LB)
38 <u>Material</u>	<u>Specification</u>	<u>per cubic yard</u>
39 Type I-II low	Section 9-01.2(1)	550

1	alkali cement	and 9-01.2(3)	
2	Microsilica	AASHTO M 307	50
3	Fly Ash	Section 9-23.9	125
4	Coarse	Section 9-03.1(4)	1,680 <sup>1</sup>
5	Aggregate	Grading No. 8	
6	Fine Aggregate	Section 9-03.1(2)	1,340 <sup>1</sup>
7		Class 1 Fines	
8	Water	Section 9-25.1	260 maximum
9	Retarding/Hydration-	Section 9-23.6(5)	2
10	Stabilizing Admixture		
11	High-Range	Section 9-23.6(7) or	3
12	Water-Reducing	Section 9-23.6(8)	
13	Admixture		
14	Viscosity Modifying		4
15	Admixture		
16	<sup>1</sup> Aggregate weights based on specific gravity values of 2.68 for coarse aggregate and 2.65		
17	for fine aggregate.		
18	<sup>2</sup> Retarding/hydration stabilizing admixture dosage shall be based on the slump life		
19	and/or setting time requirements.		
20	<sup>3</sup> High-range water-reducing admixture dosage shall be based on the slump requirement.		
21	<sup>4</sup> Viscosity-modifying admixture shall be based on the slump/slump flow requirements.		
22	Class 1 Fines shall have a Fineness Modulus in the range of 2.70 to 3.10.		
23	At least 50 percent of the surface area of the coarse aggregate shall be naturally rounded.		
24	Aggregates shall have an expansion less than or equal to 0.20 percent, when tested in		
25	accordance with AASHTO T 303, or an expansion less than or equal to 0.04 percent,		
26	when tested in accordance with ASTM C 1293. Use of aggregates with expansions		
27	exceeding these specified amounts, with or without mitigation measures, will not be		
28	allowed.		
29	The maximum water-cementitious materials ratio shall be 0.36.		
30	Unless otherwise specified by WSDOT, the maximum slump shall be ten inches.		
31	Unless otherwise specified by WSDOT, the maximum slump spread shall be 23 inches		
32	when tested in accordance with ASTM C 1611.		
33	Concrete Class FS shall exhibit no indications of aggregate or paste segregation.		
34	Concrete Class FS shall have a Visual Stability Index (VSI) equal to zero or one, when		
35	tested in accordance with the Appendix to ASTM C 1611.		
36	Slump retention and setting time shall be controlled using a retarding or hydration-		
37	stabilizing admixture.		
38	Concrete Class FS shall not be air entrained.		

1 Concrete Class FS shall have a 28 day minimum compressive strength of 7,500 psi.  
2 The Design-Builder shall submit a mix design for Concrete Class FS to WSDOT for  
3 approval in accordance with Section 6-02.3(2)A.  
4 As part of the Concrete Class FS mix design submittal, the Design-Builder shall submit  
5 the results of a permeability test conducted on the Design-Builder's mix design in  
6 accordance with AASHTO T 277. The maximum permeability shall be 1,000 coulombs at  
7 56 days. The permeability test results shall be submitted to WSDOT at least 30 calendar  
8 days prior to the first scheduled placement of Class FS concrete. This permeability test is  
9 required for approval of the mix design only, and will not be a requirement for  
10 acceptance of production concrete.

11 2.14.5.2 **PONTOONS**

12 The Design-Builder shall not begin construction of production pontoons until successful  
13 completion of the pontoon test sections, including successful demonstration of the  
14 Design-Builder's pontoon construction processes, as required under Section 2.14.3.1.

15 2.14.5.2.1 **Pontoon Formwork**

16 Forms shall be constructed and supported during concrete placement so that all  
17 pontoons conform to the design dimensions within the specified tolerances. Form  
18 deflection shall not exceed 1/8 inch, including deflection of forms for both faces and  
19 elongation of the form ties, and shall not exceed L/1000 for each face.

20 Any variation in wall or slab thickness will result in changing the computed position the  
21 pontoon will occupy in the water and may also result in dead load stresses in the  
22 completed structure which have not been accounted for in the design. The Design-  
23 Builder shall exercise special care in this matter and shall take such measures as required  
24 to ensure conformance with this requirement.

25 Forms shall be constructed of lumber, steel, aluminum, or a combination of the three,  
26 subject to the review and comment of WSDOT as to structural sufficiency. Forms that are  
27 reused shall be thoroughly cleaned of all concrete. Forms with surface defects shall be  
28 replaced, or repaired as required, and shall be recoated with an approved release agent  
29 before being used again. All release agents are to be non-toxic so that a hazardous  
30 condition is not created within the confined space of the pontoons throughout their  
31 service life.

32 Side forms for walls shall be capable of being removed or loosened prior to post-  
33 tensioning.

34 All forms and debris shall be removed from the cells of the pontoons. Stay-in-place forms  
35 for pontoon construction will not be allowed.

36 Form removal shall conform to Standard Specification Section 6-02.3(17)N. Forms  
37 supporting the pontoon top slab shall not be removed until 14 days after the placement  
38 of the concrete and attained a minimum of 4500 psi compressive strength.

39 Drilled-in anchors of any type shall not be used as an alternative to embedded concrete  
40 inserts or anchor bolts.

41 Exposed concrete inserts shall be Type 316 stainless steel. There shall be no exposed  
42 inserts on the keel slab or the bottom three-quarters of any exterior walls (in contact  
43 with the marine environment).