BENTON COUNTY PUBLIC WORKS DEPARTMENT
CLODFELTER ROAD CE 1778
Bently Road to C. Williams Road
LOCUST GROVE ROAD CE 1838
Clodfelter Road to Edwards Road
BENTON COUNTY, WASHINGTON

INTRODUCTION TO THE SPECIAL PROVISIONS

(July 31, 2007 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2010 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The GSPs are labeled under the headers of each GSP, with the date of the GSP and its source, as follows:

(May 18, 2007 APWA GSP)
(August 7, 2006 GSP)
(******) The project-specific Special Provisions are labeled as such.

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition

Contractor shall obtain copies of these publications, at Contractor's own expense.

DIVISION 1, GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(******)
The contract consists of the improvement of 2.6 miles of Clodfelter Road, by reconstructing a section of roadway from Bently Road to C. Williams Road (CE 1778), and the new construction of 1.6 miles of

Locust Grove Road from Clodfelter Road to Edwards Road (CE 1838). This work consists of clearing, grubbing, removing pavement (CE 1778), excavation, embankment, culvert pipe installation, crushed surfacing, paving with HMA Cl ½ inch PG 70-28, erosion control, beam guardrail, pavement markings and other work. All work shall be in accordance with the attached Contract Plans, these Contract Provisions, the Standard Specifications and the Standard Plans.

1-01, DEFINITIONS AND TERMS

1-01.3, Definitions
(September 12, 2008 APWA GSP)

This Section is supplemented with the following:

All references in the Standard Specifications to the terms "State", "Department of Transportation", "Washington State Transportation Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".

All references to "State Materials Laboratory" shall be revised to read "Contracting Agency designated location".

The venue of all causes of action arising from the advertisement, award, execution, and performance of the contract shall be in the Superior Court of the County where the Contracting Agency's headquarters are located.

Additive
A supplemental unit of work or group of bid items, identified separately in the proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate
One of two or more units of work or groups of bid items, identified separately in the proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Contract Documents
See definition for "Contract".

Contract Time
The period of time established by the terms and conditions of the contract within which the work must be physically completed.

Dates

Bid Opening Date
The date on which the Contracting Agency publicly opens and reads the bids.

Award Date
The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive bidder for the work.

Contract Execution Date
The date the Contracting Agency officially binds the agency to the contract.

Notice to Proceed Date
The date stated in the Notice to Proceed on which the contract time begins.

Substantial Completion Date
The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains for the physical completion of the total contract.

Physical Completion Date
The day all of the work is physically completed on the project. All documentation required by the contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date
The day all the work specified in the contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date
The date on which the Contracting Agency accepts the work as complete.

Notice of Award
The written notice from the Contracting Agency to the successful bidder signifying the Contracting Agency's acceptance of the bid.

Notice to Proceed
The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the work and establishing the date on which the contract time begins.

Traffic
Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

1-02, BID PROCEDURES AND CONDITIONS

1-02.1, Prequalification of Bidders

Delete this Section and replace it with the following:

1-02.1, Qualifications of Bidder
(January 24, 2011 APWA GSP)

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

1-02.2, Plans and Specifications
(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed will be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17") and Contract Provisions	10	Furnished automatically upon award.
Large plans (22" x 34") and Contract Provisions	2	Furnished only upon request.

Additional plans and Contract Provisions may be purchased by the Contractor by payment of the cost stated in the Call for Bids.

1-02.5, Proposal Forms
(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

At the request of a bidder, the Contracting Agency will provide a proposal form for any project on which the bidder is eligible to bid.

The proposal form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's D/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the proposal form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the proposal forms unless otherwise specified.

Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid. The bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of

the partnership agreement shall be submitted with the Bid Form if any D/M/WBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any D/W/MBE requirements are to be satisfied through such an agreement.

1-02.7, Bid Deposit
October 1, 2005 APWA GSP

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

Section 1-02.7 is supplemented with the following:

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

1-02.9, Delivery of Proposal
(January 24, 2011 APWA GSP)

Delete this section and replace it with the following:

Each proposal shall be <u>submitted in a sealed envelope, with the Project Name and Project Number as stated in the Advertisement for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents</u>, to ensure proper handling and delivery.

The Contracting Agency will not consider Proposals it receives after the time fixed for opening Bids in the call for Bids.

1-02.10, Withdrawal or Revision of Proposal
Section 1-02.10 is revised as follows:

Item 2 reads as follows:
2. The Contracting Agency receives the request before the time for receiving Bids.

Last paragraph reads as follows:
The original Bid Proposal may be revised and resubmitted as the official Bid Proposal if the Contracting Agency receives it before the time for receiving Bids.

1-02.12, Public Opening of Proposal
Section 1-02.12 is supplemented with the following:

(******)
Date of Opening Bids
Sealed bids are to be received at the following locations prior to the time specified:

The office of the Benton County Engineer, Benton County Courthouse, 620 Market St., P.O. Box 1001, Prosser, Washington, until 10:00 a.m. local time, Thursday, May 26, 2011. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.

The bid opening date for this project is May 26, 2011. Bids received will be publicly opened and read at 10:30 a.m., Local Time, on this date in the Benton County Public Works Conference Room, Benton County Courthouse, 620 Market St., Prosser, Washington.

1-02.13, Irregular Proposals
(October 1, 2005 APWA GSP)

Revise item 1 to read:
1. A PROPOSAL WILL BE CONSIDERED IRREGULAR AND WILL BE REJECTED IF:

a. The bidder is not prequalified when so required;
b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
c. The completed proposal form contains any unauthorized additions, deletions, alternate bids, or conditions;
d. The bidder adds provisions reserving the right to reject or accept the award, or enter into the contract;
e. A price per unit cannot be determined from the bid proposal;
f. The proposal form is not properly executed;
g. The bidder fails to submit or properly complete a subcontractor list, if applicable, as required in Section 1 02.6.
h. The bidder fails to submit or properly complete a Disadvantaged, Minority or Women's Business Enterprise Certification, if applicable, as required in Section 1-02.6; or
i. The bid proposal does not constitute a definite and unqualified offer to meet the material terms of the bid invitation.

1-02.14, Disqualification of Bidders
(September 12, 2007 APWA GSP)

Revise this section to read:

1. A bidder will be deemed not responsible and the proposal rejected if the bidder does not meet the responsibility criteria in RCW 39.04.

2. A bidder may be deemed not responsible and the proposal rejected if:
   a. More than one proposal is submitted for the same project from a bidder under the same or different names;
   b. Evidence of collusion exists with any other bidder or potential bidder. Participants in collusion will be restricted from submitting further bids;
   c. The bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the bidder;
   d. An unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; progress; affirmative action; equal employment opportunity practices; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization;
   e. There is uncompleted work (Contracting Agency or otherwise) which might hinder or prevent the prompt completion of the work bid upon;
   f. The bidder failed to settle bills for labor or materials on past or current contracts;
   g. The bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract;
   h. The bidder is unable, financially or otherwise, to perform the work; or
   i. There are any other reasons deemed proper by the Contracting Agency.

1-02.15, Pre Award Information
(October 1, 2005 APWA GSP)
Revise this section to read:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. A copy of State of Washington Contractor's Registration, or
8. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

SECTION 1-03, AWARD AND EXECUTION OF CONTRACT

1-03.3, Execution of Contract
(October 1, 2005 APWA GSP)

Revise this section to read:

> Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful bidder on the first business day following award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within 10 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within 10 calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 10 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4, Contract Bond
(October 1, 2005 APWA GSP)

Revise the first paragraph to read:

The successful bidder shall provide an executed contract bond for the full contract amount. This contract bond shall:

1. Be on a Contracting Agency-furnished form;
2. Be signed by an approved surety (or sureties) that:
   a. Is registered with the Washington State Insurance Commissioner, and
   b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;
4. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency against any claim of direct or indirect loss resulting from the failure:
   a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, or
   b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;

5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

SECTION 1-04, SCOPE OF WORK

1-04.2, Coordination of Contract Documents, Plans, Special Provisions, Specifications and Addenda

(October 1, 2005 APWA GSP)

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Addenda,
2. Proposal Form,
3. Special Provisions, including APWA General Special Provisions, if they are included,
4. Contract Plans,
5. Amendments to the Standard Specifications,
6. WSDOT/APWA Standard Specifications for Road, Bridge and Municipal Construction,
7. Contracting Agency's Standard Plans (if any), and
8. WSDOT/APWA Standard Plans for Road, Bridge, and Municipal Construction.

SECTION 1-05, CONTROL OF WORK

1-05.4, Conformity With and Deviations From Plans and Stakes

Section 1-05.4 is supplemented with the following:

(******)
A copy of the right of way plans will be available for bidder's inspection before the opening of bids, at the Engineer's Office. A set of the right of way plans will be provided to the Contractor after execution of the contract by the Contracting Agency.

Work Plans
The Contractor and all subcontractors shall maintain their work set of plans during the Contract Time. Any deviations shall be noted on the working drawings in red and shall be submitted as as-builts to the Engineer prior to final acceptance of the project. A separate measurement for payment will not be made for maintaining the plans and submitting them at the conclusion of the project.

(******)

County Surveying – Roadway

The Engineer will lay out and set construction stakes and marks needed to establish the lines, grades, slopes, cross-sections, curve superelevations, culverts, guardrails, etc. These stakes and marks will govern the Contractor's Work. The Contractor shall take full responsibility for detailed dimensions, elevations, and slopes measured from them. All work performed shall be in conformity with the lines, grades, slopes, cross-sections, superelevation data, and dimensions as shown in the Plans, or as staked. The Contractor shall not deviate from the approved Plans and Working Drawings unless the Engineer approves in writing.

The Contractor may utilize the use of GPS machine control grading in conforming to the as staked grades and slopes.

1-05.7, Removal of Defective and Unauthorized Work
(October 1, 2005 APWA GSP)

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

(******)
Machine Control Grading
Section 1-05.9 is supplemented with the following:

GENERAL

This specification contains requirements for grading construction utilizing Global Positioning System (GPS) machine control grading techniques and shall be used in conjunction with Section 2-03, Section 2-06, and Section 4-04 of the Standard Specifications.

The Contractor may utilize grading equipment controlled with a GPS machine control system in the construction of sub-grade and crushed surfacing. The use of the GPS machine control system shall only be permitted in that portion of the roadway prism defined as sub-grade shoulder to sub-grade shoulder.

EQUIPMENT

All equipment required to accomplish GPS machine control grading shall be provided by the contractor and shall be able to generate end results that meet the Standard Specifications.

CONSTRUCTION

Contracting Agency Responsibilities

1. The Engineer will set the initial horizontal and vertical control points in the field for the project.

2. The Engineer will provide the project specific localized coordinate system, and the control information utilized in establishing the localized coordinate system (specifically the rotation, scaling, and translation) upon written request by the Contractor.

3. The Contracting Authority will provide, by written request by the Contractor, the data listed below in an electronic format.

    The information shown on the plans shall govern over any of the provided electronic data.

    No representations or warranty expressed or implied is made by the Contracting Agency that the electronic data provided to the contractor will be directly compatible with the systems used by the contractor. The Contractor shall perform necessary conversion of the files for their selected grade control equipment.

    The Contracting Agency shall not be held liable for corrupt and/or altered files due to the transfer and/or conversion of the electronic data by the Contractor.

    The files that are provided were originally created with the computer software application EAGLE POINT. The data files may be provided in the native format and other software formats as described below.

The Contracting Agency will furnish the Contractor with the following electronic data files:

a. Machine Control Surface Model Files:
   - LandXML format

b. Alignment Data Files
   - LandXML format

4. The Engineer may perform spot checks of the Contractor's machine control grading results, surveying calculations, records, field procedures, and actual staking. If the Engineer determines that the work is not being performed in a manner that will assure accurate results, the Engineer may order the Contractor to redo such work, to the requirements of the contract documents, at no additional cost to the Contracting Agency.

5. The Engineer shall provide slope stakes at, a minimum, of every 100 foot station, control points, and conventional grade stakes at critical points such as, but not limited to, PC's, PT's, super elevation points, and other critical required for the construction of drainage and roadway structures.

6. The Engineer shall set hubs at the top of the finished subgrade and crushed surfacing levels at all hinge points of the cross section, on the roadway prism as defined above, at 50 foot intervals on mainline and at least two cross sections on side roads.

Contractor's Responsibilities

1. The Contractor shall have, on-site, a GPS rover for the purpose of validating grading operations by the GPS machine control grading system.

2. The contractor shall review and apply the data provided by the Contracting Agency to perform GPS machine control grading.

3. The Contractor shall convert the electronic data provided by the Contracting Agency into a format compatible with their system.

4. The Contractor understands that any manipulation of the electronic data provided by the Contracting Agency shall be taken at their own risk.

5. Should the Contractor create their own calibrated site, the Contractor shall submit all data to the engineer for review prior to the commencement of all GPS machine control grading.

6. The Contractor shall check and recalibrate, if necessary, their GPS machine control system at the beginning of each work day.

7. The Contractor shall meet the same accuracy requirements as conventional grading construction. The contractor shall ensure GPS machine control grading system accuracy within the following tolerances:

a. Horizontal; ±0.03 feet

b. Vertical; ±0.03 feet

8. The Contractor shall bear all costs, including but not limited to the actual cost of reconstruction of work, that may be incurred due to errors in application of GPS machine control grading techniques. Grade elevation errors and associated quantity adjustments resulting from the Contractor's activities shall be at no cost to the Contracting Agency.

9. The contractor shall preserve all reference points and monuments that are established by the Engineer within the project limits. If the Contractor fails to preserve these items they shall be reestablished by the Engineer at the sole expense of the Contractor

Payment
All costs associated with the use of machine control grading equipment are incidental to related items of Work, and no additional payment will be provided.

(******)
1-05.11, Final Inspection

Delete this section and replace it with the following:

1-05.11, Final Inspections and Operational Testing
(October 1, 2005 APWA GSP)

1-05.11(1), Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefore.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

1-05.11(2), Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7. The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

1-05.11(3), Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the contract.

1-05.13, Superintendents, Labor and Equipment of Contractor
(March 25, 2009 APWA GSP)

Revise the seventh paragraph to read:

> Whenever the Contracting Agency evaluates the Contractor's qualifications pursuant to Section 1-02.14, it will take these performance reports into account.

Add the following new section:

1-05.16, Water and Power
(October 1, 2005 APWA GSP)

> The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

1-05.17, Oral Agreements
Add the following new section:

> **1-05.17, Oral Agreements**
> *(October 1, 2005 AWPA GSP)*
>
> No oral agreement or conversation with any officer, agent, or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Contracting Agency, unless subsequently put in writing and signed by the Contracting Agency.

SECTION 1-06, CONTROL OF MATERIAL

Buy America
Section 1-06 is supplemented with the following:

> (August 6, 2007)
> The major quantities of steel and iron construction material that is permanently incorporated into the project shall consist of American-made materials only. Buy America does not apply to temporary steel items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and falsework.
>
> The Contractor may utilize minor amounts of foreign steel and iron in this project provided the cost of the foreign material used does not exceed one-tenth of one percent of the total contract cost or $2,500.00, whichever is greater.
>
> American-made material is defined as material having all manufacturing processes occurring domestically. To further define the coverage, a domestic product is a manufactured steel material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.

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

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

Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced iron ore.

The following are considered to be steel manufacturing processes:

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

    a. Open hearth furnace.

    b. Basic oxygen.

    c. Electric furnace.

    d. Direct reduction.

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

3. Fabrication of the products.

    a. Spinning wire into cable or strand.

    b. Corrugating and rolling into culverts.

    c. Shop fabrication.

A certification of materials origin will be required for any items comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the permanent work. The certification shall be on DOT Form 350-109EF provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as DOT Form 350-109EF.

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

1-07.1, Laws to Be Observed

Section 1-07.1 is supplemented with the following:

(******)

Dust Control

The Contractor shall, at all times during construction, maintain proper dust control in accordance with the requirements of the Benton County Clean Air Authority. It is required that the Contractor has one person at the job site during construction hours who is responsible for dust control. In addition, one person will be available during non-working hours and shall have equipment and manpower available to control dust. Any problems caused by dust from the construction site will be cause for immediate shutdown of all operations except dust control.

(October 1, 2005 APWA GSP)

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well-known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care. **The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.**

1-07.2, Sales Tax

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

1-07.2, Sales Tax

(January 24, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(4) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(3) describes this exception.

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

1-07.2(1), State Sales Tax — Rule 171

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

1-07.2(2), State Sales Tax — Rule 170

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

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

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

1-07.2(3), Services

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

1-07.6, Permits and Licenses
Section 1-07.6 is supplemented with the following:

(March 13, 1995)
No hydraulic permits are required for this project unless the Contractor's operations use, divert, obstruct, or change the natural flow or bed of any river or stream, or utilize any of the waters of the State or materials from gravel or sand bars, or from stream beds.

1-07.7, Load Limits
Section 1-07.7 is supplemented with the following:

(March 13, 1995)
Except for the load limit restrictions specified in Section 1-07.7(2), the Contractor may operate vehicles which exceed the legal gross weight limitations without special permits or payment of additional fees provided such vehicles are employed in the construction and within the limits of this project.

Subparagraph 1 of the second paragraph of Section 1-07.7(1) is deleted.

(March 13, 1995)
Whenever the Contractor obtains materials from a source other than that provided by the Contracting Agency, or provides a source for materials not designated to come from a source provided by the Contracting Agency and the location of the source necessitates hauling over roads other than State Highways, the Contractor shall, at the Contractor's expense, make all arrangements for the use of the haul routes.

1-07.9, Wages

General
Section 1-07.9(1) is supplemented with the following:

(*****)
Application of Wage Rates for the Occupation of Landscape Construction
State prevailing wage rates for public works contracts are included in this contract and show a separate listing for the occupation:

Landscape Construction, which includes several different occupation descriptions such as: Irrigation and Landscape Plumbers, Irrigation and Landscape Power Equipment Operators, and Landscaping or Planting Laborers.

1-07.9(5), Required Documents
(January 24, 2011 APWA GSP)

Supplement this section with the following:

The Contractor or subcontractor directly contracting for "Off-Site, Prefabricated, Non-Standard, Project Specific Items" as defined below shall identify and report information required on the addendum to the "Affidavit of Wages Paid" form filed with the Department of Labor and Industries [form F700-164-000]. The Contractor shall include language in its subcontracts requiring subcontractors and lower-tier subcontractors to comply with the reporting requirements for "Off-Site, Prefabricated, Non-Standard, Project Specific Item" on the Affidavit of Wages Paid form addendum.

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

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

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

The Contractor or subcontractor shall comply with the reporting requirements and instructions on the Affidavit of Wages Paid form, and shall report the following information on the Affidavit of Wages Paid form submitted to the Department of Labor and Industries in order to comply with the reporting requirements for use of "Off-Site, Prefabricated, Non-Standard, Project Specific" items:

1. The estimated cost of the project;
2. The name of the Contracting Agency and the project title;
3. The contract value of the off-site, prefabricated, nonstandard, project specific items produced outside of Washington State, including labor and materials; and
4. The name, address, and federal employer identification number of the contractor that produced the off-site, prefabricated, nonstandard, project specific items.

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

1-07.11, Requirements for Nondiscrimination
Section 1-07.11 is supplemented with the following:

(March 6, 2000)
<u>Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)</u>

1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth herein.

2. The goals and timetables for minority and female participation set by the Office of Federal Contract Compliance Programs, expressed in percentage terms for the Contractor's aggregate work force in each construction craft and in each trade on all construction work in the covered area, are as follows:

Women - Statewide

Timetable	Goal
Until further notice	6.9%

Minorities - by Standard Metropolitan Statistical Area (SMSA)

Spokane, WA:
SMSA Counties:
Spokane, WA 2.8
WA Spokane.
Non-SMSA Counties 3.0
WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln, WA Pend Oreille; WA Stevens; WA Whitman.

Richland, WA
SMSA Counties:
Richland Kennewick, WA 5.4
WA Benton; WA Franklin.
Non-SMSA Counties 3.6
WA Walla Walla.

Yakima, WA:
SMSA Counties:
Yakima, WA 9.7
WA Yakima.
Non-SMSA Counties 7.2
WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.

Seattle, WA:
SMSA Counties:
Seattle Everett, WA 7.2
WA King; WA Snohomish.
Tacoma, WA 6.2
WA Pierce.
Non-SMSA Counties 6.1
WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston; WA Whatcom.

Portland, OR:
SMSA Counties:
Portland, OR-WA 4.5
WA Clark.
Non-SMSA Counties 3.8
WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.

These goals are applicable to each nonexempt Contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a

Federal, or federally assisted project, contract, or subcontract until further notice. Compliance with these goals and time tables is enforced by the Office of Federal Contract compliance Programs.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, in each construction craft and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goal shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Engineer within 10 working days of award of any construction subcontract in excess of $10,000 or more that are Federally funded, at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the Covered Area is as designated herein.

<u>Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)</u>

1. As used in these specifications:

    a. Covered Area means the geographical area described in the solicitation from which this contract resulted;

    b. Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

    c. Employer Identification Number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;

    d. Minority includes:

        (1) Black, a person having origins in any of the Black Racial Groups of Africa.

        (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish origin.

(3) Asian or Pacific Islander, a person having origins in any of the original peoples of the Pacific Rim or the Pacific Islands, the Hawaiian Islands and Samoa.

(4) American Indian or Alaskan Native, a person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith effort to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its action. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

    b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

    c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

    d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

    e. Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

    f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special Provision provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensure that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include, for each employee, their name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security

number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractors will not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(April 2, 2007)
1-07.17, Utilities and Similar Facilities
Section 1-07.17 is supplemented with the following:

Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.

Public and private utilities, or their Contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such adjustment, relocation, replacement, or construction will be done during the prosecution of the work for this project. It is anticipated that utility adjustment, relocation, replacement or construction within the project limits will be completed as follows:

The Utility Companies shall relocate underground fiber optics and overhead power lines and power poles within new right-of-way limits and outside of construction limits prior to commencement of excavation by the contractor.

The Contractor shall attend a mandatory utility preconstruction meeting with the Engineer, all affected subcontractors, and all utility owners and their contractors prior to beginning onsite work.

The following addresses and telephone numbers of utility companies or their Contractors that will be adjusting, relocating, replacing or constructing utilities within the project limits are supplied for the Contractor's use:

Power Company	Telecommunications	Telecommunications
Benton PUD	Frontier Communications	Charter Communications
2721 W. 10th Avenue	4916 W. Clearwater Ave.	639 N. Kellogg Street
Kennewick, WA 99336	Kennewick, WA 99336	Kennewick, WA 99336
(509) 582-1242	(509) 735-5318	(509) 222-2665
Chris Folta	Shawn McVay	Dean Kelley

1-07.18, Public Liability and Property Damage Insurance
Delete this section in its entirety, and replace it with the following:

1-07.18, Insurance
(January 24, 2011 APWA GSP)

1-07.18(1), General Requirements

A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

B. The Contractor shall keep this insurance in force during the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. below).

C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

D. The insurance policies shall contain a "cross liability" provision.

E. The Contractor's and all subcontractors' insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or insurance pool coverage.

F. The Contractor shall provide the Contracting Agency and all Additional Insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).

H. The Contractor shall not begin work under the contract until the required insurance has been obtained and approved by the Contracting Agency.

I. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

J. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

1-07.18(2), Additional Insured

All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.

1-07.18(3), Subcontractors

Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall provide evidence of such insurance.

1-07.18(4), Evidence of Insurance

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as Additional Insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall <u>not</u> satisfy this requirement.
3. Any other amendatory endorsements to show the coverage required herein.

1-07.18(5), Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

1-07.18(5)A, Commercial General Liability

A policy of Commercial General Liability Insurance, including:

Per project aggregate
Premises/Operations Liability
Products/Completed Operations – for a period of one year following final acceptance of the work.
Personal/Advertising Injury
Contractual Liability
Independent Contractors Liability

Stop Gap / Employers' Liability
Explosion, Collapse, or Underground Property Damage (XCU)
Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

$1,000,000	Each Occurrence
$2,000,000	General Aggregate
$1,000,000	Products & Completed Operations Aggregate
$1,000,000	Personal & Advertising Injury, each offence

Stop Gap / Employers' Liability

$1,000,000	Each Accident
$1,000,000	Disease - Policy Limit
$1,000,000	Disease - Each Employee

1-07.18(5)B, Automobile Liability

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such policy(ies) must provide the following minimum limit:

$1,000,000 combined single limit

1-07.18(5)C, Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

1-07.23, Public Convenience and Safety

1-07.23(2), Construction and Maintenance of Detours
(October 1, 2005 APWA GSP)

Revise the first paragraph to read:

Unless otherwise approved, the Contractor shall maintain two-way traffic during construction. The Contractor shall build, maintain in a safe condition, keep open to traffic, and remove when no longer needed:

1. Detours and detour bridges that will accommodate traffic diverted from the roadway, bridge, <u>sidewalk, or path</u> during construction,
2. Detour crossings of intersecting highway, and
3. Temporary approaches.

(April 2, 2007)
Work Zone Clear Zone
The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to preexisting conditions or permanent Work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.

During nonworking hours equipment or materials shall not be within the WZCZ unless they are protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be permitted only if the Engineer approves the installation and location.

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

The Contractor's nonessential vehicles and employees private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval.

Minimum WZCZ distances are measured from the edge of traveled way and will be determined as follows:

Posted Speed	**Distance From Traveled Way (Feet)**
35 mph or less	10 *
40 mph	15
45 to 55 mph	20
60 mph or greater	30

* or 2-feet beyond the outside edge of sidewalk
Minimum Work Zone Clear Zone Distance 70.

1-07.24, Rights of Way
(October 1, 2005 APWA GSP)

Delete this section in its entirety, and replace it with the following:

Street right of way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits, unless arrangements for use of private property are made.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this

are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public right of way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the Contracting Agency of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

Each property Owner shall be given 48 hours notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property Contracting Agency, and, upon vacating the premises, a written release from the property Contracting Agency of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property Contracting Agency, or proper authority acting for the Contracting Agency of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

SECTION 1-08, PROSECUTION AND PROGRESS

1-08.0, Preliminary Matters

Add the following new section:

1-08.0, Preliminary Matters
(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1), Preconstruction Conference
(May 25, 2006 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction meeting the following:

1. A breakdown (schedule of values) of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

Add the following new section:

1-08.0(2), Hours of Work
(May 25, 2006 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Contracting Agency, the normal straight time working hours for the contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-hour working period for the contract shall be established at the preconstruction conference or prior to the Contractor commencing the work.

If a Contractor desires to perform work on holidays, Saturdays, Sundays, or before 7:00 a.m. or after 6:00 p.m. on any day, the Contractor shall apply in writing to the Engineer for permission to work such times. Permission to work longer than an 8-hour period between 7:00 a.m. and 6:00 p.m. is not required. Such requests shall be submitted to the Engineer no later than noon on the working day prior to the day for which the Contractor is requesting permission to work.

Permission to work between the hours of 10:00 p.m. and 7:00 a.m. during weekdays and between the hours of 10:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise control requirements. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Contracting Agency's noise control regulations or complaints are received from the public or adjoining property Contracting Agency regarding the noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

Permission to work Saturdays, Sundays, holidays or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the Contracting Agency or Engineer. These conditions may include but are not limited to: requiring the Engineer or such assistants as the Engineer may deem necessary to be present during the work; requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency employees who worked during such times, on non-Federal aid

projects; considering the work performed on Saturdays, Sundays, and holidays as working days with regards to the contract time; and considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period. Assistants may include, but are not limited to, survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees when in the opinion of the Engineer, such work necessitates their presence.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval.

1-08.1, Subcontracting
Section 1-08.1 is supplemented with the following:

(October 12, 1998)
Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed. This certification shall also guarantee that these subcontract agreements include all the documents required by the Special Provision **Federal Agency Inspection**.

A subcontractor or lower tier subcontractor will not be permitted to perform any work under the contract until the following documents have been completed and submitted to the Engineer:

1. Request to Sublet Work (Form 421-012), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (Form 420-004).

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

1-08.4, Notice to Proceed and Prosecution of the Work
(October 1, 2005 APWA GSP)

Revise this section to read:

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

1-08.4, Prosecution of Work

Supplement this section with the following:

(*******)
The approach driveway subgrade at station 308+00 left, from beginning to end, and the mainline subgrade, from the C. Williams intersection to station 308+00, shall be passible prior to construction of the embankment from station 318+00 to 322+00. Embankment work shall be allowed as long as access can be maintained to the property north of station 320+00.

1-08.5, Time for Completion
(June 28, 2007 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the 14th calendar day after the Notice to Proceed date. If the Contractor starts work on the project at an earlier date, then contract time shall begin on the first working day when onsite work begins.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor elects to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
   a. Certified Payrolls (Federal-aid Projects)
   b. Material Acceptance Certification Documents
   c. Annual Report of Amounts Paid as MBE/WBE Participants or Quarterly Report of Amounts Credited as DBE Participation, as required by the Contract Provisions.

d. Final Contract Voucher Certification
e. Property owner releases per Section 1-07.24

(March 13, 1995)
Section 1-08.5 is supplemented with the following:

This project shall be physically completed within *** 190 *** working days.

Due to wheat harvest in the Horse Heaven Hills the Contract time will not begin until August 15, 2011. Utility relocation work may begin prior to this date if the work does not conflict with wheat harvest; however the Prime Contractor is not allowed to begin road construction work until August 15.

1-08.7, Maintenance During Suspension
(October 1, 2005 APWA GSP)

Revise the second paragraph to read:

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

SECTION 1-09, MEASUREMENT AND PAYMENT

(August 3, 2009)
Payment for Material On Hand
The last paragraph of Section 1-09.8 is revised to read:

The Contracting Agency will not pay for material on hand when the invoice cost is less than $2,000. As materials are used in the work, credits equaling the partial payments for them will be taken on future estimates. Each month, no later than the estimate due date, the Contractor shall submit a letter to the Project Engineer that clearly states: 1) the amount originally paid on the invoice (or other record of production cost) for the items on hand, 2) the dollar amount of the material incorporated into each of the various work items for the month, and 3) the amount that should be retained in material on hand items. If work is performed on the items and the Contractor does not submit a letter, all of the previous material on hand payment will be deducted on the estimate. Partial payment for materials on hand shall not constitute acceptance. Any material will be rejected if found to be faulty even if partial payment for it has been made.

1-09.9, Payments
(October 10, 2008 APWA GSP)

Revise the first paragraph to read:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment. For items Bid as lump sum, with a bid price of more than or equal to $20,000, the Contractor shall submit a breakdown of their lump sum price in sufficient detail for the Project Engineer to determine the value of the Work performed on a monthly basis. Lump sum

breakdowns shall be provided to the Project Engineer no later than the date of the preconstruction conference.

Delete the third paragraph and replace it with the following:

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payment. The progress estimates are subject to change at any time prior to the calculation of the Final Payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — partial payment for lump sum Bid items will be a percentage of the price in the Proposal based on the Engineer's determination of the amount of Work performed, with consideration given to, but not exclusively based on, the Contractor's lump sum breakdown for that item.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1);
2. The amount of Progress Payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

1-09.13, Claims Resolution

1-09.13(3), Claims $250,000 or Less
(October 1, 2005 APWA GSP)

Delete this Section and replace it with the following:
The Contractor and the Contracting Agency mutually agree that those claims that total $250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1-09.13(3)A, Administration of Arbitration
(October 1, 2005 APWA GSP)

Revise the third paragraph to read:
The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters are located. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the contract as a basis for decisions.

SECTION 1-10, TEMPORARY TRAFFIC CONTROL

1-10.2, Traffic Control Management

1-10.2(1), General

(August 2, 2004)
Section 1-10.2(1) is supplemented with the following:

The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
(360) 297-3035

Evergreen Safety Council
401 Pontius Ave. N.
Seattle, WA 98109
1-800-521-0778 or
(206) 382-4090

1-10.4, Measurement
Section 1-10.4 is supplemented with the following:

(August 2, 2004)
Section 1-10.4(3) is supplemented with the following:

The bid proposal contains the item "Project Temporary Traffic Control," lump sum. The provisions of Section 1-10.4(1) shall apply.

DIVISION 2, EARTHWORK

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

2-01.1, Description

Section 2-01.1 is supplemented with the following:

(******)

Clearing and grubbing on this project shall be performed within the following limits:

Within the construction limits as staked.

2-01.3, Construction Requirements

2-01.3(4), Roadside Cleanup

Section 2-01.3(4) is supplemented with the following:

(******)

A portion of the existing Locust Grove Road shall be obliterated and reshaped to blend naturally with the surrounding area. The existing portion of Locust Grove Road to be obliterated begins 0.5 miles East of C. Williams Road, M.P. 0.5, East to M.P. 1.10. The existing gravel surface shall be removed to the top of subgrade and used as embankment. The subgrade shall be scarified and bladed to blend naturally with the surrounding area. The estimated amount of roadway to be removed is 7,744 square yards to an approximate depth of 4 inches. At M.P. 1.36 a 72 inch CMP with concrete headwalls shall be removed and reinstalled, without the headwalls, as staked by the Engineer north of the mainline. Embankment shall be placed, as staked, to create a crossing. Approximately 100 C.Y. of embankment will be placed.

Measurement

No unit of measurement shall apply to the lump sum price for roadside cleanup.

Payment

All equipment, tools, and labor necessary to complete the work described shall be paid for as follows:

"Roadside Cleanup, per lump sum".

"Quarry Spalls", per cubic yard.

SECTION 2-02, REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.3, Construction Requirements

Section 2-02.3 is supplemented with the following:

(******)

Removal of Culvert Pipe

The Contractor shall remove the culvert pipe where shown on the Plans and where directed by the Engineer. All portions of culvert pipe removed shall become the property of the Contractor.

Payment

All equipment, tools, and labor necessary to complete the work described shall be paid for as follows:

"Removal of Structures And Obstructions, per lump sum".

Removal of Wire Fence
The Contractor shall remove and dispose of existing wire fence. Stations and lengths of wire fence to be removed are outlined in the Contract "Quantity Tabulations", Sheets 4 & 5.

Measurement

Measurement for the removal of existing wire fence will be by the lineal foot.

Payment

All equipment, tools, and labor necessary to complete the work described shall be paid for as follows:

"Removing Wire Fence, per lineal foot".

SECTION 2-03, ROADWAY EXCAVATION AND EMBANKMENT

2-03.1, Description
Section 2-03.1 is supplemented with the following:

(******)
Copies of the plotted ground cross-sections for this Project will be available for bidder's inspection before the opening of bids, online at Benton County's Website www.co.benton.wa.us - on the Public Works Department's page (under Projects-Clodfelter and Locust Grove) or at the Public Works Department.

2-03.3, Construction Requirements

2-03.3(2), Rock Cuts
Section 2-03.3(2) is supplemented with the following:

(******)
The following is provided to the Contractor for estimation and is not guaranteed to be an accurate measurement:

Rock may be encountered during excavation operations from Sta. 324+00 to Sta. 339+00. The estimated quantity of material is 100,000 c.y. The Contractor should include any anticipated drilling and blasting costs in the Contract bid item for "Roadway Excavation Including Haul". Whether the quantity is less or more than this estimation, there will be no further adjustment made to the Contract price per c.y. for "Roadway Excavation Including Haul".

2-03.3(14)C, Compacting Earth Embankments
Section 2-03.3(14)C is supplemented with the following:

(******)
All earth embankments shall be compacted using Method B.

2-03.3(14)M, Excavation of Channels and Ditches
Section 2-03.3(14)M is supplemented with the following:

(******)
The Contract bid item for "Ditch Excavation Incl. Haul", per c.y., includes the excavation for quarry spalls placed in ditches and the excavation for quarry spalls placed in spillways.

2-03.4, Measurement
Section 2-03.4 is supplemented with the following:

(March 13, 1995)
Only one determination of the original ground elevation will be made on this project. Measurement for roadway excavation and embankment will be based on the original ground elevations recorded previous to the award of this contract.

If discrepancies are discovered in the ground elevations which will materially affect the quantities of earthwork, the original computations of earthwork quantities will be adjusted accordingly.

Earthwork quantities will be computed, either manually or by means of electronic data processing equipment, by use of the average end area method or by the finite element analysis method utilizing digital terrain modeling techniques.

Upon award of the contract, copies of the original ground cross-sections will be furnished to the successful bidder on request to the Project Engineer.

SECTION 2-07, WATERING

2-07.4, Measurement
Section 2-07.4 is revised to read:

(******)
Water shall not be measured.

2-07.5, Payment
Section 2-07.5 is revised to read

(******)
All work, including labor, equipment, materials, and procuring water shall be incidental to other items of work and no payment will be made for any aspect of fulfilling section 2-07.

DIVISION 4, BASES

SECTION 4-04, BALLAST AND CRUSHED SURFACING

4-04.1, Description
Section 4-04.1 is supplemented with the following:

(******)
The driveway at station 308+25 left shall be extended to the upper shop area by widening the existing roadway to the same width as the new driveway and 0.30' of crushed surfacing top course shall be placed on the roadway. All excavated materials shall be hauled to the project site to be used for embankment or for roadway obliteration. All costs to widen the roadway and place the crushed surfacing shall be incidental to paid item of "Crushed Surfacing Top Course" that is placed on the roadway.

DIVISION 5, SURFACE TREATMENTS AND PAVEMENTS

SECTION 5-04, HOT MIX ASPHALT

5-04.2, Mix Design
Third paragraph is deleted and replaced with:

(******)
The Contractor shall **NOT** utilize recycled asphalt pavement (RAP) in the production of HMA

5-04.3, Construction Requirements

5-04.3(3), Hot Mix Asphalt Pavers
Section 5-04.3(3) is supplemented with the following:

(April 5, 2004)
For any course of hot mix asphalt (HMA) used in traffic lanes with a depth of 0.08 feet or greater the direct transfer of the HMA from the hauling equipment to the paving machine will not be allowed. A material transfer device or vehicle (MTD/V) shall be used to deliver the HMA from the hauling equipment to the paving machine.

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

(******)
When shoulders are paved in conjunction with traffic lanes the MTD/V shall be used.

(April 2, 2007)
HMA Paver Segregation
The hot-mix asphalt (HMA) paver shall be equipped with a means of preventing the segregation of the coarse aggregate particles from the remainder of the mix when the mix is

carried from the paver hopper back to the paver augers. The means and methods used shall be approved by the paver manufacturer and may consist of chain curtains, deflector plates, or other such devices and any combination of these.

The following specific requirements shall apply to the identified HMA pavers:

1. Blaw-Knox pavers shall be equipped with the Blaw-Knox Materials Management Kit (MMK).

2. Cedarapids pavers shall be those that were manufactured in 1989 or later.

3. Caterpillar pavers shall be equipped with deflector plates as identified in the December 2000 Service Magazine entitled "New Asphalt Deflector Kit {6630, 6631, 6640}".

Prior to the start of using the paver for placing plant mix, the Contractor shall submit for approval a full description in writing of the means and methodologies that will be used to prevent HMA paver segregation. Use of the paver shall not commence prior to receiving approval from the Engineer.

The Contractor shall supply a Certificate of Compliance that verifies that the approved means and methods used to prevent bituminous paver segregation have been implemented on all pavers used on the project.

5-04.3(7)A, Mix Design
(March 10, 2010 APWA GSP)

Delete this section and replace it with the following;

1. **General**. Prior to the production of HMA, the Contractor shall determine a design aggregate structure and asphalt binder content in accordance with WSDOT Standard Operating Procedure 732. Once the design aggregate structure and asphalt binder content have been determined, the Contractor shall submit the HMA mix design on DOT form 350-042 demonstrating the design meets the requirements of Sections 9-03.8(2) and 9-03.8(6). HMA accepted by nonstatistical evaluation requires a mix design verification. For HMA accepted by commercial evaluation only the first page of DOT form 350-042 and the percent of asphalt binder is required. In no case shall the paving begin before the determination of anti-strip requirements has been made. Anti-strip requirements will be determined by:

    a. Testing by WSDOT in accordance with TM 718.
    b. Testing by Contractor in accordance with WSDOT TM 718.
    c. Historical aggregate source ant-strip use provided by WDOT.

    The mix design will be the initial Job Mix Formula (JMF) for the HMA being produced. Any additional adjustments to the JMF will require the approval of the Project Engineer and may be made per Section 9-03.8(7).

2. **Mix Design Verification.** Verification shall be accomplished by one of the following processes:

a. Submit samples to WSDOT State Materials Lab for WSDOT verification testing in accordance with WSDOT Standard Specifications.
b. The contracting agency will perform tests to verify the mix design in accordance with the Field Verification Testing Process.
c. Reference a mix design that has been previously verified by the Field Verification Testing Process or verified by WSDOT State Materials Lab on a previous project.
d. Perform Field Verification Testing on a sample of HMA provided by the Contractor prior to paving.

Mix design verification is valid for one year from the date of verification. At the discretion of the Engineer, agencies may accept mix designs verified beyond the verification year with certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

3. **Field Verification Testing Process.** The Contracting agency will collect three Production Samples of HMA on the first day of paving per AASHTO T 168 sampling procedures.

a. The Contracting agency will test one Production Sample in accordance with section 5-04.3(8)A for field verification per the requirements of Section 9-03.8(7).
b. If the test results from the first Production Sample are within the tolerances of section 9-03.8(7), the mix design will be considered verified and the test results will be used as acceptance sample number one.
c. If the test results from the first Production Sample are outside the tolerances of section 9-03.8(7), the other two samples will be tested and the results of all three tests will be used for acceptance in accordance with Section 5-04.5(1) and will be used in the calculation of the CPF the maximum CPF shall be 1.00.

4. Prior to the first day of paving, six Ignition Furnace Calibration Samples shall be obtained to calibrate the Ignition Furnaces used for acceptance testing of the HMA. Calibration samples shall be provided by the Contractor when directed by the Engineer. Calibration samples shall be prepared in accordance with WSDOT SOP 728.

5-04.3(8)A1, General
(March 10, 2010 APWA GSP)

Delete these sections and replace them with the following:

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

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

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

contractor certification letter stating the material meets the HMA requirements defined in the contract.

5-04.3(8)A4, Definition of Sampling Lot and Sublot
(March 10, 2010 APWA GSP)

Delete this section and replace it with the following:

For the purpose of acceptance sampling and testing, a lot is defined as the total quantity of material or work produced for each job mix formula (JMF) placed. Only one lot per mix design will be expected to occur. The initial JMF is defined in Section 5-04.3(7)A Mix Design. The Contractor may request a change in the JMF in accordance with Section 9-03.8(7). If the request is approved, all of the material produced up to the time of the change will be evaluated on the basis of tests on samples taken from that material and a new lot will begin.

For proposal quantities less than 2500 tons sampling and testing for evaluation shall be performed as described in 5-04.3(7)A, item 3, Field Verification Testing Process. The verification sample referenced in item 3b may be used as an acceptance sample, additional testing will be at the discretion of the Engineer. When using a previously verified mix design, testing for volumetric properties may be waived at the engineer's discretion. At least one acceptance sample is required when using this method of acceptance.

For proposal quantities greater than 2500 tons sampling and testing for evaluation shall be performed as described in 5-04.3(7)A, item 3, Field Verification Testing Process, for the first 2500 tons of mix placed. The verification sample referenced in item 3b may be used as an acceptance sample for the first 2500 tons of mix placed. Additional testing will be at the rate of one sample per 800 tons of mix placed or as directed by the Engineer. When using a previously verified mix design, testing for volumetric properties may be waived at the engineer's discretion.

5-04.3(8)A5, Test Results
(March 10, 2010 APWA GSP)

Delete this section and replace it with the following:

The Engineer will furnish the Contractor with a copy of the results of all acceptance testing performed in the field at the beginning of the next paving shift. The Engineer will also provide the Composite Pay Factor (CPF) of the completed sublots after three sublots have been produced. The CPF will be provided by the midpoint of the next paving shift after sampling. Sublot sample test results (gradation and asphalt binder content) may be challenged by the Contractor. For HMA mixture accepted by statistical evaluation with a mix design that did not meet the verification tolerances, the test results in the test section including the percent air voids (Va) may be challenged. To challenge test results, the Contractor shall submit a written challenge within 7-calendar days after receipt of the specific test results. A split of the original acceptance sample will be sent for testing to either the Region Materials Laboratory or the State Materials Laboratory as determined by the Project Engineer. The split of the sample with challenged results will not be tested with the same equipment or by the same tester that ran the original acceptance test. The challenge sample will be tested for a complete gradation analysis and for asphalt binder content. The results of the challenge

sample will be compared to the original results of the acceptance sample test and evaluated according to the following criteria:

Deviation
U.S. No. 4 sieve and larger Percent passing ±4.0
U.S. No. 8 sieve Percent passing ±2.0
U.S. No. 200 sieve Percent passing ±0.4
Asphalt binder Percent binder content ±0.3
Va Percent Va ±0.7

If the results of the challenge sample testing are within the allowable deviation established above for each parameter, the acceptance sample test results will be used for acceptance of the HMA. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of $250 per challenge sample. If the results of the challenge sample testing are outside of any one parameter established above, the challenge sample will be used for acceptance of the HMA and the cost of testing will be the Contracting Agency's responsibility.

5-04.3(8)A7, Test Section – HMA Mixtures
(March 10, 2010 APWA GSP)

Delete this section.

5-04.4, Measurement

Section 5-04.4 is supplemented with the following:

(September 5, 2006)
No specific unit of measurement will apply to the calculated item of asphalt cost price adjustment.

5-04.5, Payment

Section 5-04.5 is supplemented with the following:

(September 8, 2008)
Asphalt Cost Price Adjustment
The Contracting Agency will make an Asphalt Cost Price Adjustment, either a credit or a payment, for qualifying changes in the reference cost of asphalt binder. The adjustment will be applied to partial payments made according to Section 1-09.9 for the following bid items when they are included in the proposal:

"HMA Cl. ½ In. PG 70-28"

The adjustment is not a guarantee of full compensation for changes in the cost of asphalt binder. The Contracting Agency does not guarantee that asphalt binder will be available at the reference cost.

The Contracting Agency will establish the asphalt binder reference cost twice each month and post the information on the Agency website at:

http://www.wsdot.wa.gov/biz/construction/AsphaltIndex.cfm

The reference cost will be determined using posted prices furnished by Poten & Partners, Inc. If the selected price source ceases to be available for any reason, then the Contracting Agency will select a substitute price source to establish the reference cost.

The base cost established for this contract is the reference cost posted on the Agency website for the period immediately preceding the bid opening date.

Adjustments will be based on the most current reference cost for Western Washington or Eastern Washington as posted on the Agency website, depending on where the work is performed. For work completed after all authorized working days are used, the adjustment will be based on the posted reference cost during which contract time was exhausted. The adjustment will be calculated as follows:

No adjustment will be made if the reference cost is within 5% of the base cost.

If the reference cost is greater than or equal to 105% of the base cost, then
Adjustment = (Current Reference Cost – (1.05 x Base Cost)) x (Q x 0.056).

If the reference cost is less than or equal to 95% of the base cost, then
Adjustment = (Current Reference Cost – (0.95 x Base Cost)) x (Q x 0.056).

Where Q = total tons of all classes of HMA paid in the current month's progress payment.

"Asphalt Cost Price Adjustment", by calculation.

"Asphalt Cost Price Adjustment" will be calculated and paid for as described in this section. For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount in the proposal to become a part of the total bid by the Contractor.

5-04.5(1)A, Price Adjustments for Quality of HMA Mixture
(March 10, 2010 APWA GSP)

Delete the first paragraph and table and replaced them with the following:

Statistical analysis of quality of gradation and asphalt content will be performed based on Section 1-06.2 using the following price adjustment factors:

Table of Price Adjustment Factors

Constituent	Factor "f"
All aggregate passing: 1 ½", 1", ¾", ½", 3/8" and No. 4 sieves	2
All aggregate passing No. 8	15
All aggregate passing No. 200 sieve	20
Asphalt binder	52

Delete items 1-3 in Paragraph two and replaced with the following:

A pay factor will be calculated for sieves listed in Section 9-03.8(7) for the class of HMA and for the asphalt binder.

1. **Nonstatistical Evaluation.** Each lot of HMA produced under Nonstatisical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit contract price with no further evaluation. When one or more constituents fall outside the nonstatistical acceptance tolerance limits in Section 9-03.8(7), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

2. **Commercial Evaluation.** If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit contract price with no further evaluation. When one or more constituents fall outside the commercial acceptance tolerance limits in Section 9-03.8(7), the lot shall be evaluated to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

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

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the composite pay factor.

5-04.5(1)B, Price Adjustments for Quality of HMA Compaction
(March 10, 2010 APWA GSP)

Delete this section and replace it with the following:

The maximum CPF of a compaction lot is 1.00

For each compaction lot of HMA when the CPF is less than 1.00, a Nonconforming Compaction Factor (NCCF) will be determined. THE NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of the NCCF, the quantity of HMA in the lot in tons and the unit contract price per ton of the mix.

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

SECTION 7-02, CULVERTS

7-02.4, Measurement
Section 7-02.4 is supplemented with the following:

(******)
There will be no measurement for reinforcing steel in the concrete headwalls.

7-02.5, Payment
Section 7-02.5 is supplemented with the following:

(******)
"Commercial Concrete for Headwalls", per cubic yard.

The contract unit price per cubic yard for "Commercial Concrete for Headwalls" shall be full pay to provide all labor, materials and equipment to complete the work as specified. The price per cubic yard shall include all cost to provide and install all reinforcing steel required for construction of the headwalls.

DIVISION 8, MISCELLANEOUS CONSTRUCTION

SECTION 8-01, EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.3, Construction Requirements
Section 8-01.3 is supplemented with the following:

8-01.3(1)A, Submittals
The first three sentences in the first paragraph in Section 8-01.3(1)A are deleted in their entirety and are replaced with the following:

(******)
The Contractor shall prepare and submit a project temporary erosion control and sediment control (TESC) plan. The TESC plan shall be prepared by a person having a current Certificate of Training in Construction Site Erosion and Sediment Control from a course approved by WSDOT's Statewide Erosion Control Coordinator.

Seeding, Fertilizing, and Mulching

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

(******)
Grass seed, of the following composition, proportion, and quality shall be applied at the rate of ***25*** pounds per acre on all areas requiring roadside seeding within the project:

Kind and Variety of Seed in Mixture	% By Weight
"Crested" Wheatgrass	40
"Schwindimar" Thickspike Wheatgrass	20
"Central Hanford" Sandberg Bluegrass	20
"Wahluke" Bluebunch Wheatgrass	20
TOTAL	100

Fertilizer

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

Total Nitrogen as N – **11.5** pounds per acre.

Pot Ash – **5** pounds per acre.

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

The fertilizer formulation/rate and seed application rate shall be applied first with a tracer of wood cellulose fiber mulch. The application rate for the wood cellulose fiber mulch shall be 100 pounds per acre. The wood cellulose fiber mulch shall be on the current WSDOT Qualified Products List.

8-01.3(2)D, Mulching
Section 8-02.3(2)D is supplemented with the following:

(******)
After the initial seeding, fertilizing, and wood cellulose fiber mulch, another application of mulch shall be applied on all slopes at a rate of 1,400 pounds per acre. The material for this application shall be Rainier Fiber – Bonded Fiber Matrix Mulch or an approved equal source. The application of the fiber mulch shall include a tacking agent in accordance with the manufacturer's recommended requirements. The bonded fiber matrix mulch shall be on the current WSDOT Qualified Products List.

8-01.4, Measurement
Section 8-01.4 is supplemented with the following:

(******)
Measurement for Seeding, Fertilizing, and Mulching will be by the acre. A separate measurement will not be made for the wood cellulose fiber used as a tracer or for the tacking agent used in the application of the bonded fiber matrix mulch. Measurement for the tracer and tacking agent will be included in the Contract bid item for "Seeding, Fertilizing, and Mulching.

(******)
There is no Measurement for the TESC plan.

8-01.5, Payment
Section 8-02.5 is supplemented with the following:

(******)
All equipment, materials, tools, and labor necessary to complete the work described shall be paid for as follows:

"Seeding, Fertilizing, and Mulching, per acre".

(******)
All costs for providing the TESC plan shall be included in the unit contract prices of the various bid items involved.

SECTION 8-02, ROADSIDE RESTORATION

8-02.3, Construction Requirements

8-02.3(1), Responsibility During Construction
Section 8-02.3(1) is supplemented with the following:

(******)
All areas disturbed outside of the right-of way shall have seed, fertilizer and mulch placed on it in accordance with Section 8-02.3(15)B, and 8-02.3(15) D, at no cost to the Contracting Agency.

SECTION 8-21, PERMANENT SIGNING

8-21.1, Description
Section 8-21.1 is supplemented with the following:

(******)
The Contracting Agency will install all permanent signing for this project.

8-21.3, Construction Requirements

8-21.3 (4) Sign Removal
Section 8-21.3(4) is supplemented with the following:

(******)
Roadway regulatory and warning signs owned by the Contracting Agency will be removed by their work forces. The Contractor shall notify the Contracting Agency a minimum of 5 working days prior to the need for removal of signs.

Contracting Agency contacts are as follows:

Norm Childress at 509-786-5611 or
Clayton Rawlings at 509-222-2307 (Office) or 509-531-4336 (Cell)

SECTION 8-22, PAVEMENT MARKING

8-22.3, Construction Requirements

Section 8-22.3 is supplemented with the following:

(******)
The Benton County Engineer will determine the final center paint line type. The Contractor shall notify Bryan L. Thorp of the Benton County Engineer's Office at (509) 786-5611 a minimum of three working days prior to placement of any roadway centerline markings. Any centerline paint line constructed without prior approval of the Benton County Engineer may be required to be removed at Contractor's expense.

ELECTRICAL SERVICE FOR MOBILE OFFICE

Construction Requirements

(******)
This work shall consist of providing a graded site and temporary electrical service including power cord for the Contracting Agency's mobile office/lab. The site for the mobile office shall be within the project boundaries and right of way as mutually agreed between the Contracting Agency and the Contractor. The Contractor shall provide a level graded site, 12 feet wide by 24 feet long for the mobile office and an adjacent graded area for parking of a minimum two vehicles. The site shall be accessible and maintained throughout the duration of the entire contract time.

Temporary Electrical Service

(******)
The Contactor shall provide a temporary electrical service and power cord capable of carrying at least 120/240 volts, 60 cycles at a sustained load of 100 amps. The cord and mobile office facility electrical hookup shall meet NEC code and all State of Washington Administrative Codes. The Contracting Agency will pay the monthly electrical service charges based on submitted Benton PUD billing invoices. No additional compensation will be considered for payment for submitting the PUD monthly billing invoices. At the conclusion of the project the Contractor shall coordinate the termination of the service and remove any temporary electrical service equipment if applicable. The Contractor shall coordinate and pay all associated costs for the installation, energizing and termination of the service by the Benton PUD.

Measurement and Payment

(******)

There will be no unit of measurement for the electrical service for mobile office.

All equipment, materials, tools, and labor necessary to complete the work described including grading, leveling, installation, initial energizing, submission of billing invoices, termination of service, removal of equipment, and Benton PUD coordination shall be considered incidental to the project.

DIVISION 9, MATERIALS

SECTION 9-03, AGGREGATES

9-03.8, Aggregates for Hot Mix Asphalt

9-03.8(2), HMA Test Requirements
(March 10, 2010 APWA GSP

Section 9-03.8(2) is supplemented with the following:

ESAL's
The number of ESAL's for the design and acceptance of the HMA shall be *** 1.5 *** million.

9-03.8(7), HMA Tolerances and Adjustments
(March 10, 2010 APWA GSP)

Delete Item 1 and replace it with the following:

1. **Job Mix Formula Tolerances.** After the JMF is determined as required in 5-04.3(7)A, the constituents of the mixture at the time of acceptance shall conform to the following tolerances:

	Nonstatistical Evaluation	**Commercial Evaluation**
Aggregate, percent passing		
1", ¾", ½", and 3/8" sieves	±6%	±8%
U.S. No. 4 sieve	±6%	±8%
U.S. No. 8 sieve	±6%	±8%
U.S. No. 200 sieve	±2.0%	±3.0%
Asphalt Binder	±0.5%	±0.7%

These tolerance limits constitute the allowable limits as described in Section 1-06.2. The tolerance limit for aggregate shall not exceed the limits of the control points section, except the tolerance limits for sieves designated as 100% passing will be 99-100. The tolerance limits on sieves shall only apply to sieves with control points.

STANDARD PLANS
December 7, 2009

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 09-013, effective December 7, 2009 is made a part of this contract.

The Standard Plans are revised as follows:

All Standard Plans
All references in the Standard Plans to "Asphalt Concrete Pavement" shall be revised to read "Hot Mix Asphalt".

All references in the Standard Plans to the abbreviation "ACP" shall be revised to read "HMA".

B-10.20 and B10.40
Substitute "step" in lieu of "handhold" on plan

C-3, C-3B, C-3C
Note 1 is revised as follows: replace reference F-2b with F-10.42

C-4
Deleted

C-10 (sheet 2 of 2)
COVER PLATE DETAIL, dimension of the 1" dia. holes, changes from 8" to 3"

F-10.20
GENERAL NOTE
Revise as follows:
Replace reference to F-3 with F-30.10

F-40.12 through F-40.18
The following note is added to these five plans:
Note 7. To the maximum extent feasible, the ramp cross slope shall not exceed 2%.

G-24.40
Existing callout - CORNER BOLT (TYP.)
New callout - CORNER BOLT OR SHOULDER BOLT (TYP.)

J-5
Deleted

J-7a
Deleted

J-40.10, Section A
replace 3" MIN. with 3" MAX.

J-40.30
Diamond Note 2:
Was = Copper Split Bolt Clamp
Is = Copper Solder Less Crimp Connector

K-80.30
In the NARROW BASE, END view, the reference to Std. Plan C-8e is revised to Std. Plan K-80.35

L-20.10, Sheet 1
Delete all references to tension cable and substitute tension wire.
Add knuckled selvage is required on the top edge of the fence fabric.

L-20.10, Sheet 2
Delete all references to tension cable and substitute tension wire.
All rope thimbles, wire rope clips and seizing are not required.

L-30.10, Sheet 1
Delete all references to tension cable and substitute tension wire.

L-30.10, Sheet 2
Delete all references to tension cable and substitute tension wire.
All rope thimbles, wire rope clips and seizing are not required.

M-1.60
COLLECTOR DISTRIBUTOR ROAD OFF- CONNECTION, taper dimensions of 225' MIN. is changed to 300' MIN.

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

A-10.10-00.....8/07/07	A-30.35-00.....10/12/07	A-50.20-01.....9/22/09
A-10.20-00.....10/05/07	A-40.00-00.....8/11/09	A-50.30-00.....11/17/08
A-10.30-00.....10/05/07	A-40.10-01.....8/11/09	A-50.40-00.....11/17/08
A-20.10-00.....8/31/07	A-40.15-00.....8/11/09	A-60.10-01.....10/14/09
A-30.10-00.....11/08/07	A-40.20-00.....9/20/07	A-60.20-01.....8/11/09
A-30.15-00.....11/08/07	A-40.50-00.....11/08/07	A-60.30-00.....11/08/07
A-30.30-00.....11/08/07	A-50.10-00.....11/17/08	A-60.40-00.....8/31/07
B-5.20-00.....6/01/06	B-30.50-00.....6/01/06	B-75.20-01.....6/10/08
B-5.40-00.....6/01/06	B-30.70-01.....8/31/07	B-75.50-01.....6/10/08
B-5.60-00.....6/01/06	B-30.80-00.....6/08/06	B-75.60-00.....6/08/06
B-10.20-00.....6/01/06	B-30.90-01.....9/20/07	B-80.20-00.....6/08/06
B-10.40-00.....6/01/06	B-35.20-00.....6/08/06	B-80.40-00.....6/01/06
B-10.60-00.....6/08/06	B-35.40-00.....6/08/06	B-82.20-00.....6/01/06
B-15.20-00.....6/01/06	B-40.20-00.....6/01/06	B-85.10-01.....6/10/08
B-15.40-00.....6/01/06	B-40.40-00.....6/01/06	B-85.20-00.....6/01/06
B-15.60-00.....6/01/06	B-45.20-00.....6/01/06	B-85.30-00.....6/01/06
B-20.20-01.....11/21/06	B-45.40-00.....6/01/06	B-85.40-00.....6/08/06

B-20.40-02.....6/10/08
B-20.60-02.....6/10/08
B-25.20-00.....6/08/06
B-25.60-00.....6/01/06
B-30.10-00.....6/08/06
B-30.20-01.....11/21/06
B-30.30-00.....6/01/06
B-30.40-00.....6/01/06

B-50.20-00.....6/01/06
B-55.20-00.....6/01/06
B-60.20-00.....6/08/06
B-60.40-00.....6/01/06
B-65.20-00.....6/01/06
B-65.40-00.....6/01/06
B-70.20-00.....6/01/06
B-70.60-00.....6/01/06

B-85.50-01.....6/10/08
B-90.10-00.....6/08/06
B-90.20-00.....6/08/06
B-90.30-00.....6/08/06
B-90.40-00.....6/08/06
B-90.50-00.....6/08/06
B-95.20-01.....2/03/09
B-95.40-00.....6/08/06

C-1.....2/10/09
C-1a.....10/14/09
C-1b.....10/31/03
C-1c.....5/30/97
C-1d.....10/31/03
C-2.....1/06/00
C-2a.....6/21/06
C-2b.....6/21/06
C-2c.....6/21/06
C-2d.....6/21/06
C-2e.....6/21/06
C-2f.....3/14/97
C-2g.....7/27/01
C-2h.....3/28/97
C-2i.....3/28/97
C-2j.....6/12/98
C-2k.....7/27/01
C-2n.....7/27/01
C-2o.....7/13/01
C-2p.....10/31/03
C-3.....10/04/05
C-3a.....10/04/05
C-3b.....10/04/05
C-3c.....6/21/06
C-4b.....6/08/06
C-4b.....6/08/06

C-4e.....2/20/03
C-4f.....6/30/04
C-5.....10/14/09
C-6.....5/30/97
C-6a.....10/14/09
C-6c.....1/06/00
C-6d.....5/30/97
C-6f.....7/25/97
C-7.....10/31/03
C-7a.....10/31/03
C-8.....2/10/09
C-8a.....7/25/97
C-8b.....2/10/09
C-8e.....2/21/07
C-8f.....6/30/04
C-10.....7/31/98
C-13.....7/3/08
C-13a.....7/3/08
C-13b.....7/3/08
C-13c.....7/3/08
C-14a.....7/3/08
C-14b.....7/26/02
C-14c.....7/3/08
C-14d.....7/3/08
C-14e.....7/3/08
C-14h.....2/10/09

C-14i.....2/10/09
C-14j.....12/02/03
C-14k.....2/10/09
C-15a.....7/3/08
C-15b.....7/3/08
C-16a.....11/08/05
C-16b.....11/08/05
C-20.14-01.....10/14/09
C-20.15-00.....10/14/09
C-20.18-00.....10/14/09
C-20.19-00.....10/14/09
C-20.40-01.....10/14/09
C-20.42-01.....10/14/09
C-22.14-00.....2/03/09
C-22.16-00.....2/03/09
C-22.40-01.....10/05/07
C-23.60-01.....10/14/09
C-25.18-01.....9/20/07
C-25.20-04.....10/14/09
C-25.22-03.....10/14/09
C-25.26-01.....10/14/09
C-25.80-01.....7/3/08
C-28.40-00.....2/06/07
C-40.14-00.....2/03/09
C-40.16-00.....2/03/09
C-40.18-01.....10/14/09
C-90.10-00.....7/3/08

D-2.02-00.....11/10/05
D-2.04-00.....11/10/05
D-2.06-01.....1/06/09
D-2.08-00.....11/10/05
D-2.10-00.....11/10/05
D-2.12-00.....11/10/05
D-2.14-00.....11/10/05
D-2.16-00.....11/10/05
D-2.18-00.....11/10/05
D-2.20-00.....11/10/05
D-2.30-00.....11/10/05
D-2.32-00.....11/10/05

D-2.44-00.....11/10/05
D-2.46-00.....11/10/05
D-2.48-00.....11/10/05
D-2.60-00.....11/10/05
D-2.62-00.....11/10/05
D-2.64-01.....1/06/09
D-2.66-00.....11/10/05
D-2.68-00.....11/10/05
D-2.78-00.....11/10/05
D-2.80-00.....11/10/05
D-2.82-00.....11/10/05
D-2.84-00.....11/10/05

D-3b.....6/30/04
D-3c.....6/30/04
D-4.....12/11/98
D-6.....6/19/98
D-10.10-01.....12/02/08
D-10.15-01.....12/02/08
D-10.20-00.....7/8/08
D-10.25-00.....7/8/08
D-10.30-00.....7/8/08
D-10.35-00.....7/8/08
D-10.40-01.....12/02/08
D-10.45-01.....12/02/08

D-2.34-01.....1/06/09
D-2.36-02.....1/06/09
D-2.38-00.....11/10/05
D-2.40-00.....11/10/05
D-2.42-00.....11/10/05

D-2.86-00.....11/10/05
D-2.88-00.....11/10/05
D-2.92-00.....11/10/05
D-3.....7/13/05
D3a.....12/02/08

D-15.10-01.....12/02/08
D-15.20-01.....1/06/09
D-15.30-01.....12/02/08

E-1.....2/21/07
E-2.....5/29/98

E-4.....8/27/03
E-4a.....8/27/03

F-10.12-00.....12/20/06
F-10.16-00.....12/20/06
F-10.40-01.....7/3/08
F-10.42-00.....1/23/07
F-10.62-01.....9/05/07
F-10.64-02.....7/3/08

F-30.10-00.....1/23/07
F-40.10-01.....10/05/07
F-40.12-00.....2/07/07
F-40.14-00.....2/07/07
F-40.15-00.....2/07/07
F-40.16-00.....2/07/07

F-40.18-00.....2/07/07
F-40.20-00.....10/05/07
F-42.10-00.....10/05/07
F-80.10-00.....1/23/07

G-10.10-00.....9/20/07
G-20.10-00.....9/20/07
G-22.10-01.....7/3/08
G-24.10-00.....11/08/07
G-24.20-00.....11/08/07
G-24.30-00.....11/08/07
G-24.40-01.....12/02/08
G-24.50-00.....11/08/07

G-24.60-00.....11/08/07
G-25.10-01.....1/06/09
G-30.10-00.....11/08/07
G-50.10-00.....11/08/07
G-60.10-00.....8/31/07
G-60.20-00.....8/31/07
G-60.30-00.....8/31/07
G-70.10-00.....10/5/07

G-70.20-00.....10/5/07
G-70.30-00.....10/5/07
G-90.10-00.....1/06/09
G-90.20-00.....1/06/09
G-90.30-00.....1/06/09
G-90.40-01.....10/14/09
G-95.10-00.....11/08/07
G-95.20-01.....7/10/08
G-95.30-01.....7/10/08

H-10.10-00.....7/3/08
H-10.15-00.....7/3/08
H-30.10-00.....10/12/07

H-32.10-00.....9/20/07
H-60.10-01.....7/3/08
H-60.20-01.....7/3/08

H-70.10-00.....9/05/07
H-70.20-00.....9/05/07
H-70.30-01.....11/17/08

I-10.10-01.....8/11/09
I-30.10-01.....8/11/09
I-30.15-00.....8/11/09
I-30.20-00.....9/20/07
I-30.30-00.....9/20/07

I-30.40-00.....10/12/07
I-30.50-00.....11/14/07
I-40.10-00.....9/20/07
I-40.20-00.....9/20/07
I-50.10-00.....9/20/07

I-50.20-00.....8/31/07
I-60.10-00.....8/31/07
I-60.20-00.....8/31/07
I-80.10-01.....8/11/09

J-1f.....6/23/00
J-3.....8/01/97
J-3b.....3/04/05
J-3c.....6/24/02
J-3d.....11/05/03
J-6c.....4/24/98
J-7c.....6/19/98
J-7d.....4/24/98
J-8a.....5/20/04
J-8b.....5/20/04
J-8c.....5/20/04
J-8d.....5/20/04

J-16c.....2/10/09
J-18.....2/10/09
J-19.....2/10/09
J-20.....9/02/05
J-20.10-00.....10/14/09
J-20.15-00.....10/14/09
J-20.16-00.....10/14/09
J-20.20-00.....10/14/09
J-20.26-00.....10/14/09
J-21.10-00.....10/14/09
J-21.15-00.....10/14/09
J-21.16-00.....10/14/09

J-28.24-00.....8/07/07
J-28.26-01.....12/02/08
J-28.30-01.....10/14/09
J-28.40-01.....10/14/09
J-28.42-00.....8/07/07
J-28.45-00.....8/07/07
J-28.50-00.....8/07/07
J-28.60-00.....8/07/07
J-28.70-00.....11/08/07
J-40.10-01.....10/14/09
J-40.30-00.....1/06/09
J-75.10-00.....2/10/09

J-9a.....4/24/98
J-10.....7/18/97
J-11b.....9/02/05
J-12.....2/10/09
J-16a.....3/04/05
J-16b.....2/10/09

J-21.17-00.....10/14/09
J-21.20-00.....10/14/09
J-22.15-00.....10/14/09
J-22.16-00.....10/14/09
J-28.10-00.....8/07/07
J-28.22-00.....8/07/07

J-75.20-00.....2/10/09
J-75.30-00.....2/10/09
J-75.40-00.....10/14/09
J-75.45-00.....10/14/09
J-90.10-00.....2/10/09
J-90.20-00.....2/10/09

K-10.20-01.....10/12/07
K-10.40-00.....2/15/07
K-20.20-01.....10/12/07
K-20.40-00.....2/15/07
K-20.60-00.....2/15/07
K-22.20-01.....10/12/07
K-24.20-00.....2/15/07
K-24.40-01.....10/12/07
K-24.60-00.....2/15/07
K-24.80-01.....10/12/07
K-26.20-00.....2/15/07

K-26.40-01.....10/12/07
K-30.20-00.....2/15/07
K-30.40-01.....10/12/07
K-32.20-00.....2/15/07
K-32.40-00.....2/15/07
K-32.60-00.....2/15/07
K-32.80-00.....2/15/07
K-34.20-00.....2/15/07
K-36.20-00.....2/15/07
K-40.20-00.....2/15/07
K-40.40-00.....2/15/07

K-40.60-00.....2/15/07
K-40.80-00.....2/15/07
K-55.20-00.....2/15/07
K-60.20-02.....7/3/08
K-60.40-00.....2/15/07
K-70.20-00.....2/15/07
K-80.10-00.....2/21/07
K-80.20-00.....12/20/06
K-80.30-00.....2/21/07
K-80.35-00.....2/21/07
K-80.37-00.....2/21/07

L-10.10-00.....2/21/07
L-20.10-00.....2/07/07
L-30.10-00.....2/07/07

L-40.10-00.....2/21/07
L-40.15-00.....2/21/07
L-40.20-00.....2/21/07

L-70.10-01.....5/21/08
L-70.20-01.....5/21/08

M-1.20-01.....1/30/07
M-1.40-01.....1/30/07
M-1.60-01.....1/30/07
M-1.80-02.....8/31/07
M-2.20-01.....1/30/07
M-2.40-01.....1/30/07
M-2.60-01.....1/30/07
M-3.10-02.....2/10/09
M-3.20-01.....1/30/07
M-3.30-02.....2/10/09
M-3.40-02.....2/10/09
M-3.50-01.....1/30/07
M-5.10-01.....1/30/07

M-7.50-01.....1/30/07
M-9.50-01.....1/30/07
M-9.60-00.....2/10/09
M-11.10-01.....1/30/07
M-15.10-01.....2/06/07
M-17.10-02.....7/3/08
M-20.10-01.....1/30/07
M-20.20-01.....1/30/07
M-20.30-02.....10/14/09
M-20.40-01.....1/30/07
M-20.50-01.....1/30/07
M-24.20-01.....5/31/06
M-24.40-01.....5/31/06

M-24.60-02.....2/06/07
M-40.10-00.....9/20/07
M-40.20-00...10/12/07
M-40.30-00.....9/20/07
M-40.40-00.....9/20/07
M-40.50-00.....9/20/07
M-40.60-00.....9/20/07
M-60.10-00.....9/05/07
M-60.20-01.....2/03/09
M-65.10-01.....5/21/08
M-80.10-00.....6/10/08
M-80.20-00.....6/10/08
M-80.30-00.....6/10/08

REQUIRED CONTRACT PROVISIONS - STATE DEPARTMENT OF LABOR AND INDUSTRIES

Chapter 39.12 RCW
PREVAILING WAGES ON PUBLIC WORKS