

SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

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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 project-specific Special Provisions are not labeled as such. 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 WSDOT GSP)
*(**date** **Contracting Agency**GSP)*
*(*****) Project Specific GSP*

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

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This contract provides for, but is not limited to, the realignment of Columbia Irrigation District (CID) Canal for an approximate length of 1291 feet. The realignment will include the formation of a new trapezoidal cement concrete lined canal, a box culvert with length of approximately 150 feet, reinforced cement concrete inlet and outlet transitions to the box culvert, various irrigation service piping, placing compacted fill, and placement of crushed surfacing for roadways. This and all other work shall be done in accordance with the attached Contract Plans, these Contract Provisions, Standard Specifications, and the WSDOT Standard Plans.

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.

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County

Where found in these Special Provisions, the terms “County” or “the County” shall be synonymous with the definitions for “Contracting Agency”.

SECTION 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.

(September 14, 2011 Benton County GSP)

The Contractor shall include his registration number in the bid proposal.

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

1-02.2 Plans and Specifications
(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can 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")	6	Furnished automatically upon award.
Contract Provisions	6	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	2	Furnished only upon request.

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense

1-02.4 Examination of Plans, Specifications and Site of Work

Section 1-02.4, is supplemented with the following:

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A Geotechnical Investigation Report was not performed for this project.

1-02.5 Proposal Forms

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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 Form unless otherwise specified.

Section 1-02.5 is supplemented with the following:

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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.

In order to be a responsive bidder, the bidder shall purchase a set of plans and specifications from the Contracting office and be on the Plan Holders List. Failure to do so will result in an unresponsive bid and disqualify the bidder.

1-02.6 Preparation of Proposal
(June 27, 2011 APWA GSP)

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last paragraph, and replace it with the following:

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

Section 1-02.7 is supplemented with the following:

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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 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, to ensure proper handling and delivery.

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

1-02.10 Withdrawal or Revision of Proposal

Section 1-02.10 is supplemented with the following:

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

1-02.12 Public Opening of Proposals

Section 1-02.12 is supplemented with the following:

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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 1:30 p.m. local time, October 24, 2011. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.

The bid opening date for this project is October 24, 2011. Bids received will be publicly opened and read at 2:00 p.m. on this date in the office of the Benton County Engineer, Benton County Courthouse, Prosser, Washington

1-02.13 Irregular Proposals

(March 25, 2009 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;
- i. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
- j. More than one proposal is submitted for the same project from a Bidder under the same or different names.

1-02.14 Disqualification of Bidders

Delete this Section and replace it with the following:

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A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended.

As evidence that the Bidder meets the bidder responsibility criteria above, the apparent two lowest Bidders shall submit to the Contracting Agency within 24 hours of the request, documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all responsibility criteria. The Contracting Agency reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess bidder responsibility.

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the Contracting Agency's determination by presenting its appeal to the Contracting Agency. The Contracting Agency will consider the appeal before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the final determination.

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

1-03.1 Consideration of Bids (January 23, 2006 APWA GSP)

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

Section 1-03.1 is supplemented with the following:

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

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 ten (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 the ten (10) calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of five (5) 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

1-04.1(2) Bid Items Not Included in the Proposal

Section 1-04.1(2) is revised to read:

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All labor, equipment, and materials required for the manufacturing and installation of this project shall be incorporated into the bid items as provided in the bid proposal. Payment for general construction items that are not listed in the Bid Proposal, but are shown or required by the Contract Documents, are indicative of the fact that the items of work not listed are considered as incidental to the bid items listed in the Bid Proposal. Unless the work to be performed is specifically called out in the Bid Proposal, measurement and payment for such work shall be included in other applicable items of the Bid Proposal.

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

Revise the second paragraph to read:

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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 Standard Specifications for Road, Bridge and Municipal Construction,
7. Contracting Agency's Standard Plans (if any),
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction, and
9. Notice to Planholders.

1-04.7 Changed Conditions (Differing Site Conditions)

Section 1-04.7 is supplemented with the following:

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Because of varying soil composition, surface drainage, and ground water levels encountered in various areas at different seasons of the year, Benton County makes no representation of such conditions as they may pertain to this project. The Contractor shall be responsible for any and all cribbing, sheet piling, and/or construction methods or procedures which may be

necessary to complete the project, and additional compensation, therefore will not be allowed.

SECTION 1-05, CONTROL OF WORK

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.

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 therefor.

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.

1-05.13 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.

1-05.15 Method of Serving Notices
(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

1-05.17 Oral Agreements
(October 1, 2005 AWWA 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

1-06.1 Source of Supply and Quality of Materials

Section 1-06.1 is supplemented with the following:

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1-06.1(4) Substitute Material and Equipment

Where reference to proprietary products appear in the Specifications, Standard Plans, or Drawings, it is for the purpose of establishing an acceptable standard of quality or design. Unless a substitute is expressly prohibited, the Contractor may request approval of a substitute for any such proprietary product. Such request must be in writing and must identify the following as appropriate to enable the Engineer to determine the acceptability of the product proposed for substitution:

- Descriptive literature.
- Specifications.
- Test Reports or Samples.
- Identify variations from the Contract Documents and specified product.
- Identify system limitation that may be detrimental to the successful performance of the completed work.
- Provide revised drawings and/or details if required.

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. When it is indicated in the Drawings, Standard Plans, or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor, if acceptable to the Engineer, application for such acceptance will not be considered by the Engineer until after the "effective date of the Contract". The Engineer shall have the final authority for approving or rejecting the proposed substitute. No substitute product shall be used on the work until written approval has been received from the Engineer.

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

1-07.1 Laws to be Observed

(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.

Section 1-07.1 is supplemented with the following:

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Dust Control

The Contractor shall, at all times during construction, maintain proper dust control in accordance with the requirements of the Benton County or governing Clean Air Authority. The Contractor shall pay all associated costs for using the water for dust control. It is required that the Contractor have 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.

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Waste Site

A waste site has not been provided as part of the Contract. Any waste material such as excess excavated materials, pavement, cement concrete, and other debris shall be disposed of offsite at a Contractor provided waste site. Disposal and waste sites shall meet all requirements of the governing County District Health Department and Chapter 173-304 WAC. When a waste site exceeds two thousand cubic yards of inert waste and demolition waste during the life of the landfill, the Contractor shall obtain and pay all costs as required to obtain a solid waste handling facility permit from the Health Department when required.

The Contractor shall be responsible to make all arrangements and bear all costs associated for use of Non-Contracting Agency provided waste site(s). The Contractor shall provide to the Contracting Agency a copy of the written and signed agreement with the property owner for

use of the property for a waste site. The Agreement shall include at a minimum the following:

1. Name of legal owner of the property.
2. General description and location of the waste site to include all boundaries imposed by the property owner.
3. Haul routes agreed to by the property owner and Contractor.
4. All restrictive dates that the property owner may have for not allowing use of the property for dumping excess materials.
5. All special conditions to include placement of materials, all compaction requirements and finished surfaces of the waste sites imposed by the property owner.

1-07.2 State Taxes

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

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

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

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

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

1-07.2(1) State Sales Tax - Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales

Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

1-07.2(2) State Sales Tax - Rule 170

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

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

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

1-07.2(3) Services

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

Section 1-07.2 is supplemented with the following:

(*****)

The work on this contract is to be performed upon lands whose ownership obligates the Contractor to pay Sales tax. The provisions of Section 1-07.2(1), Rule 171 apply.

1-07.9 Wages

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.

(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.

The following addresses and telephone numbers of utility companies known or suspected of having facilities within the project limits are supplied for the Contractor's convenience:

<p>Natural Gas Cascade Natural Gas 200 N. Union St. Kennewick, WA 99336 Contact: Ron Coffel (509) 240-5887</p>	<p>Phone Company Frontier Communications 4916 West Clearwater Ave. Kennewick, WA 99336 Contact: Greg Goodwin (509) 736-3720</p>
<p>Power Company Benton PUD 2721 West 10th Ave. Kennewick, WA 99336 Contact: Jeff Vasahlo (509) 585-5390</p>	

(*****)

The Contractor shall call the Utilities Underground Location Center (811) for field location, not less than two nor more than ten business days before the scheduled date for commencement of excavation which may affect underground utility facilities, unless otherwise agreed upon by the parties involved. A business day is defined as any day other than Saturday, Sunday, or a legal local, State, or Federal holiday. The telephone number for the One Call Center for this project may be obtained from the Engineer. If no one-number locator service is available, notice shall be provided individually to those Contracting Agencies known to or suspected of having underground facilities within the area of proposed excavation.

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

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
- JUB Engineers, Inc.
- Columbia Irrigation District

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 not 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.

1-07.24 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 owner 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 owner, and, upon vacating the premises, a written release from the property owner 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 owner, or proper authority acting for

the owner 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

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 (October 10, 2008 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 conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.
4. Project dewatering plan.

Add the following new section:

1-08.0(2) Hours of Work (June 27, 2011 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.

Written permission from the Engineer is required, if a Contractor desires to perform work on holidays, Saturdays, or Sundays; before 7:00 a.m. or after 6:00 p.m. on any day; or longer than an 8-hour period on any day. The Contractor shall apply in writing to the Engineer for such permission, 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 owners 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:

- The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer 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.
- On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times.
- Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
- 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.

1-08.4 Prosecution of Work

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

1-08.4 Notice to Proceed and Prosecution of Work *(June 27, 2011 APWA GSP)*

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.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

Section 1-08.4 is supplemented with the following:

(*****)

The Notice to Proceed date will not be prior to November 1, 2011.

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 Notice to Proceed Date.

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 non-working 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

Section 1-08.5 is supplemented with the following:

(*****)

The project shall be physically completed by March 1, 2012.

SECTION 1-09, MEASUREMENT AND PAYMENT

1-09.9 Payments

(June 27, 2011 APWA GSP, Option B)

Delete the fourth 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 — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
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), on non FHWA-funded projects;
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.

**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:

The staked construction limits of the roadways and canal within the CID and Benton County right-of-way. Right-of-ways, city limits, easements and property lines, when shown on the drawings are based upon existing mapping and may not have been determined by actual survey. Some discrepancies can be expected to occur.

Where shown in the plans or as designated by the Engineer, the Contractor shall remove existing trees, bushes, and vegetation within CID and Benton County road right-of-way. The Contractor shall use care as not to damage trees shown to protect in the plans or designated to remain by the Engineer. All costs for tree and vegetation removal within the construction limits or which conflict with utilities within the right-of-way as designated by the Engineer shall be included in the Clearing and Grubbing.

SECTION 2-02, REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.3 Construction Requirements

Section 2-02.3 is supplemented with the following:

(*****)

Removing Miscellaneous Irrigation Structures

The following irrigation structures shall be removed and disposed of:

Concrete Weir Structure having approximate dimensions of 3 foot diameter by 4 foot tall located approximately at canal stations 15+50 and 17+25.

Removal of Existing Pipe

Where shown in the plans, existing pipe shall be removed. All valves encountered shall be removed and delivered to the irrigation service owner. All other pipe and appurtenances shall become the property of the Contractor.

All removed structures, obstructions and their related materials shall be disposed of at a Contractor's provided waste site.

2-02.4 Measurement

Section 2-02.4 is supplemented with the following:

(*****)

Removing of existing pipe will be measured by the linear foot, and shall include all valves, and pipe appurtenances encountered. A separate measurement will not be made for removed pipe of different size diameters.

2-02.5 Payment

(*****)

“Removing Existing Pipe”, per linear foot.

The Contract unit price per linear foot for “Removing Existing Pipe”, shall be full pay to provide all labor, material and equipment for the removal and disposal of the pipe and any appurtenances. Payment shall also include removal and delivery of any removed valve.

SECTION 2-03, ROADWAY EXCAVATION AND EMBANKMENT

2-03.3 Construction Requirements

2-03.3(14) Earth Embankments

Section 2-03.3(14) is supplemented with the following:

(*****)

The Contractor should anticipate wet ground conditions where embankment is to be constructed in the existing CID Canal.

2-03.3(14)C Compacting Earth Embankments

Section 2-03.3(14)C is supplemented with the following:

(*****)

All fill shall be compacted following Method C.

The Contractor should anticipate wet surface conditions where embankment is to be constructed in the existing CID Canal.

2-03.3(14)M Excavation of Channels and Ditches

Section 2-03.3(14)C is supplemented with the following:

(*****)

The Contractor should anticipate wet soil conditions where excavating in or adjacent to the existing CID Canal.

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. Control stakes will be set during construction to provide the Contractor with all essential information for the construction of excavation and embankments.

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.

Copies of the ground cross-section notes will be available for the bidder's inspection, before the opening of bids, at the Project Engineer's office and at the Region office.

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.

(*****)

“Common Borrow Incl. Haul” will measured by the cubic yard in the hauling vehicle.

SECTION 2-07, WATERING

2-07.3 Measurement

Section 2-07.3 is supplemented with the following:

(*****)

A source of water for construction of this project has not been provided by the Contracting Agency. Water for dust control, compaction of trenches, construction of subgrade, placing of crushed surfacing, and pipeline flushing, etc., will be the responsibility of the Contractor. The Contractor shall make all arrangements and pay all associated costs to provide water for construction.

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.

SECTION 2-09, STRUCTURE EXCAVATION

2-09.4 Measurement

Section 2-09.4 is supplemented with the following:

(*****)

All reference to measurement by the cubic yard for payment of all classes of structure excavation shall be struck. All associated costs for structure excavation shall be included in the associated bid items of work unless specified otherwise.

DIVISION 6 STRUCTURES

SECTION 6-02 , CONCRETE STRUCTURES

6-02.2 Materials

Section 6-02.2 is supplemented with the following:

(*****)

Structural concrete
Joint sealant

Commercial Concrete, Class 4000
9-04.2(2)

Contractor shall submit a mix design a minimum of 10 working days prior to the first placement of structural concrete.

6-02.3 Construction Requirements

6-02.3(1) Classification of Structural Concrete

Section 6-02.3(1) is supplemented with the following:

(*****)

All cast-in-place concrete, including concrete for canal lining, and inlet and outlet transitions shall be Commercial Class 4000. A Mix Design shall be submitted a minimum of 10 working days prior to any placement of the cement concrete.

6-02.4 Measurement

Section 6-02.4 is supplemented with the following:

(August 2, 2010)

The Cast In Place Inlet Transition and Cast In Place Outlet Transition respectively contains the following quantities of materials and work:

***Cast In Place Inlet Transition

Cement Concrete: 13.5 CY

Steel Reinforcement: 1,300 Lbs

Cast In Place Outlet Transition

Cement Concrete: 12.5 CY

Steel Reinforcement: 1,000 Lbs***

The quantities are listed only for convenience of the Contractor in determining the volume of work involved and are not guaranteed to be accurate. The prospective bidders shall verify these quantities before submitting a bid. No adjustments other than for approved changes orders will be made in the lump sum contract price for ***Cast In Place Inlet Transition and Cast In Place Outlet Transition respectively*** even though the actual quantities required may deviate from those listed.

(*****)

A separate measurement for payment will not be made by the cubic yard for cement concrete or per pound for steel reinforcing bar. All associated costs for these materials shall be included in the various related items in the Bid Proposal.

“Cement Concrete Canal Liner” will be measured by the linear foot made along the centerline of the canal alignment and includes all the labor, equipment, and materials needed to complete the work in accordance with the Plans and Specifications.

The “Cast In Place Inlet Transition” structure will be measured on a lump sum basis.

The “Cast In Place Outlet Transition” structure will be measured on a lump sum basis.

6-02.5 Payment

Section 6-02.5 is supplemented with the following:

(*****)

“Cement Concrete Canal Liner”, per linear foot.

The unit Contract price per linear foot for “Cement Concrete Canal Liner” shall be full pay to provide all labor, materials and equipment to construct the new CID canal liner in accordance with the Plans and Specifications. Payment will include constructing liner, the transition from the existing CID canal structure at approximate STA 22+86, joints, joint seal and pipe penetrations for irrigation services.

“Cast In Place Inlet Transition”, per lump sum.

The lump sum Contract price for “Cast In Place Inlet Transition” shall be full pay to provide all labor material and equipment to complete the work in accordance with the Plans and Specifications. Payment will include the inlet transition, connection to the cement concrete box culvert and canal liner and construction joints.

“Cast In Place Outlet Transition”, per lump sum.

The lump sum contract price for “Cast In Place Outlet Transition” shall be full pay to provide all labor materials and equipment to construct the outlet transition in accordance with the Plans and Specifications. Payment shall include the outlet transitions, connection to the cement concrete box culvert and construction.

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

SECTION 7-02, CULVERTS

7-02.2 Materials

Section 7-02.2 is supplemented with the following:

(*****)

“Pre-Cast Concrete Box Culvert 6’x6” shall be made of pre-cast concrete having the dimensions shown in the plans, and be rated for H-25 traffic loads. Shop drawings shall be submitted to the Engineer prior to product approval. Inlet and outlet sections of the box culvert shall have reinforcement rebar extended from concrete a minimum of 12 inches for connection to concrete transitions. Box culvert joints shall be the tongue and groove or shiplap type. Joints along bottom and sides, between connecting culvert sections, shall be sealed using Sikaflex (or approved equal) with primer joint sealant.

7-02.4 Measurement

Section 7-02.4 is supplemented with the following:

(*****)

Measurement for the “Pre-Cast Concrete Box Culvert 6’x6” will be measured by the linear foot made along the centerline of the canal alignment.

Crushed surfacing top course will be measured by the ton in accordance with Section 4-04.4

7-02.5 Payment

Section 7-02.5 is supplemented with the following:

(*****)

“Pre-Cast Concrete Box Culvert 6’x6’”, per linear foot.

The unit Contract price per linear foot for “Pre-Cast Concrete Box Culvert 6’x6’” shall be full pay to provide all labor, material and equipment to complete the work in accordance with the Plans and Specifications.

SECTION 7-08, GENERAL PIPE INSTALLATION REQUIREMENTS

7-08.2 Materials

Section 7-08(3)2 is supplemented with the following:

(*****)

Detectable Marking Tape

9-15.18

(*****)

PVC Pipe shall conform to ANSI/AWWA C-900 or ANSI/AWWA C905. PVC pipe shall have the same outside dimensions as ductile iron pipe. PVC pipe shall have a minimum DR 25 with pressure class rating of 165 psi.

7-08.3 Construction Requirements

7-08.3(1)A Trenches

Section 7-08.3(1)A is supplemented with the following:

(*****)

Sections of the existing pipe that are demolished and removed shall be removed from backfill materials and disposed at a Contractor provided waste site. All pipe encountered which require removal shall be measured for payment under Section 2-02.4. Any open end of pipes remaining shall be plugged in accordance with Section 7-08.3(4).

The piping shown in the Plans is a schematic representation. Existing pipe size, type, location and elevation are only approximate, and not all utilities may be shown. Existing pipe information was obtained from site observations, information of record, utility maps, and other information provided to the Engineer. Exact information may vary from that shown, and the Contractor is responsible for field verification as required.

The Contractor shall provide a detailed, red-lined set of “Record Drawings” showing the location, depth, size and material type of all piping, including services, constructed and encountered during the project.

All groundwater, seepage, or stormwater that may occur or accumulate in the excavation during the progress of work shall be removed. In areas where the nature of soil and hydrostatic pressures are of such a character as to develop a quick condition in the earth mass of the trench, the dewatering operation shall be conducted so that the hydrostatic pressure

will be reduced to near zero at the bottom of the pipe foundation. All excavations shall be kept free of water during the construction or until otherwise requested by the Engineer.

7-08.3(1)B Shoring

Section 7-08.3(1)B is supplemented with the following:

(*****)

The Contractor shall provide all labor, equipment, materials and other incidental necessary to meet the requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, and Chapter 296-155 WAC, including all other applicable local, Contracting Agency and Federal laws, and including all requirements for trench, structure and related shoring and safety systems.

7-08.3(2) Laying Pipe

Section 7-08.3(2) is supplemented with the following:

(*****)

The Contractor shall be responsible for locating and protecting existing utilities as per Section 1-07.17. The Contractor shall make any advanced explorations as necessary (even though not specifically identified on the Plans) in order to properly plan the installation of the pipe to the design line and grade and to achieve a uniform grade and horizontal alignment.

Critical locations should be field located ahead of time and Call-Before-You-Dig procedures should be implemented in all cases. Any discrepancies shall be reported to the Engineer prior to commencing the work.

Where the plans identify a pipe connection to existing, or where specifically directed by the Engineer, a "Dig and Verify" is required to determine the outside diameter, material, and condition of the existing pipe.

A low pressure air test following Section 7-17.(2)F shall be done on all installed irrigation pipe. The Contractor shall furnish all equipment and labor required, including necessary piping, hoses, plugs, pumps, and gauges. The low pressure air test shall be performed by the Contractor and witnessed by the Engineer's representative. Any section of pipe that fails the low pressure test must be repaired at the cost of the Contractor.

7-08.3(3) Backfilling

Section 7-08.3(3) is supplemented with the following:

(*****)

Trench backfill material shall be compacted by means approved by the Engineer, as required to preclude settlement and to achieve a minimum of 95% maximum density.

Detectable marking tape shall be installed over all pipes. The tape shall be placed as shown on the Standard Plans and shall extend its full length.

It is intended that portions the trench excavated materials shall be used as backfill above the pipe zone provided it is suitable for placement. Suitability of the materials will be as determined by the Engineer. The Contractor shall segregate the unsuitable materials and remove it from the project site. All excavated suitable backfill materials shall be stockpiled on the project site for re-use. The mixing of suitable and unsuitable materials shall not be permitted. No imported materials for backfill will be permitted unless approved by the Engineer.

7-08.3(1)B Shoring

Section 7-08.3(1)B is supplemented with the following:

(*****)

The Contractor shall provide all labor, equipment materials and all other incidentals necessary to meet the requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, including all requirements for trench, structure, and related excavation shoring and safety systems.

7-08.4 Measurement

Section 7-08.4 is supplemented with the following:

(*****)

Trench excavation, bedding, and backfill shall be unclassified and no separate measurement will be made. All costs for excavation, furnishing and installing bedding, and backfill for pipelines and fittings including detectable marking tape shall be included in the applicable items in the Bid Proposal.

Shoring and trench safety systems will be measured per linear foot.

Connect to existing pipe will be measured on a per each basis regardless of the size of the existing pipe. Couplings and fittings required to make the connection shall be inclusive and no separate measurement will be made.

"PVC Pipe For Irrigation 6 In. Diam." will be measured along the installed length of the pipe. All fittings and couplings shall be inclusive and no separate measurement will be made.

7-08.5 Payment

Section 7-08.5 are supplemented with the following:

(*****)

"Connect to Existing Pipe", per each.

"PVC Pipe For Irrigation 6 In. Diam.", per linear foot.

“Shoring – Trench Safety System”, per linear foot
 The unit Contract price per linear foot for “Shoring - Trench Safety Systems,” shall be full compensation for furnishing all labor, equipment, materials and all other incidentals to meet the requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW and Chapter 296-155 WAC, including all other applicable local, Contracting Agency and Federal laws and regulations.

**DIVISION 8
 MISCELLANEOUS CONSTRUCTION**

SECTION 8-01, EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.3 Construction Requirements

8-01.3(1) General

Section 8-01.3(1) is supplemented with the following:

(*****)

All areas disturbed outside of the right-of way and other areas identified inside the project boundaries shall have seed, fertilizer and mulch placed on it in accordance with Section 8-01.3(2)B, and 8-01.3(2) D, at no cost to the Contracting Agency.

8-01.3(2) B Seeding and Fertilizing

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

(December 4, 2006)

Grass seed, of the following composition, proportion, and quality shall be applied at the rate as shown below on all areas requiring roadside seeding within the project:

<u>Kind and Variety of Seed in Mixture by Common Name and (Botanical Name)</u>	<u>Pounds Pure Live Seed (PLS) Per Acre</u>
“Wahluke” Bluebunch Wheatgrass (<i>Agropyron spicatum</i>) (<i>Pseudoroegneria spicata</i>)	8.00
“Schwindimar” Thickspike Wheatgrass (<i>Agropyron trachycaulum</i>)	5.00
“Central Hanford” Sandberg Bluegrass (<i>Poa sandbergii</i>)	4.00

Needle and Thread Grass (<i>Hesperostipa comata</i>)	2.00
“Toppenish” Basin Wildrye (<i>Leymus cinereus</i>)	2.00
“Magnar” Basin Wildrye (<i>Leymus cinereus</i>)	2.00
Yellow Blossom Sweet Clover (<i>Melilotus officinalis</i>)	1.25
Northern White Yarrow (<i>Achillea millefolium</i>)	<u>0.75</u>
Total PLS Per Acre	25.00

Source Identified seed shall be fourth generation or earlier. Non-SourceIdentified seed shall meet or exceed Washington State Department of Agriculture Certified Seed Standards and be from within the *** the Columbia Basin or Blue Mountains *** Ecoregion(s) as defined by the US Environmental Protection Agency (EPA) and shown at:
http://www.wsdot.wa.gov/eesc/design/roadside/images/eco_regions_v9.jpg.

Seed shall be certified “Weed Free,” indicating there are no noxious or nuisance weeds in the seed.

(January 3, 2006)

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

Total Nitrogen as N - *** 125 *** pounds per acre.

Available Phosphoric Acid as P₂O₅ - *** 50 *** pounds per acre.

Soluble Potash as K₂O - *** 50 *** pounds per acre.

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

The fertilizer formulation and application rate shall be approved by the Engineer before use.

(*****)

Seed and fertilizer shall be applied with a tracer of wood cellulose fiber at an application rate of 250 pounds per acre.

8-01.3(2) D Mulching

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

(*****)

Wood Cellulose Fiber Mulch

Wood cellulose fiber mulch shall be furnished, hauled and evenly applied at a rate of 1,750 pounds per acre within forty-eight (48) hours after the areas where the seed and fertilizer have been applied. Mulch shall not be allowed to be applied with the seed and fertilizer. The application of fiber shall include a tacking agent in accordance with Section 8-01.3(2)E. The equipment used shall have a built-in agitation system with an operating capacity sufficient to agitate, suspend, and homogeneously mix a slurry of fiber mulch and tacking agent. Distribution and discharge lines shall be large enough to prevent stoppage and shall be equipped with a set of hydraulic discharge spray nozzles which will provide a uniform distribution of the slurry.

The wood fiber mulch shall be on the current WSDOT Qualified Products List.

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

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

(*****)

Tacking Agent

The tacking agent shall be on the current WSDOT Qualified Products List.

8-01.4 Measurement

Section 8-01.4 is supplemented with the following:

(*****)

A separate measurement will not be made for the wood cellulose fiber used as a tracer and for the tacking agent used in the application of the wood cellulose fiber mulch. Measurement for the tracer and tacking agent will be included in the contract unit price per acre for "Seeding, Fertilizing and Mulching".

SECTION 8-24, ROCK AND GRAVITY BLOCK WALL AND GABION CRIBBING

8-24.2 Materials

Section 8-24.2 is supplemented with the following:

(*****)

"Gravity Block Wall" Commercially available "Ecology Blocks" constructed of cement concrete with a dimensions of 2'W X 2'H X 6'L.

8-24.4 Measurement

Section 8-24.4 is supplemented with the following:

(*****)

“Gravity Block Wall” will be measured on a lump sum basis.

8-24.5 Payment

Section 8-24.5 is supplemented with the following:

(*****)

“Gravity Block Wall” per lump sum.

**DIVISION 9
MATERIALS**

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

9-13.6 QUARRY SPALLS

Section 9-16.3 is revised to read as follows:

(*****)

Sieve Size	Percent Passing
12"	100
6"	50 max.
2	10 max.

APPENDICES

The following appendices are attached and made a part of this contract:

Appendix A:

WSDOT Standard Plans:

B-90.40-00

B-90.50-00

STANDARD PLANS

August 1, 2011

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 09-013, effective August 1, 2011 is made a part of this contract.

The Standard Plans are revised as follows:

B-10.20 and B10.40

Substitute "step" in lieu of "handhold" on plan

C-14a

SECTION B, callout – 1½" PVC CONDUIT (TYP.) is revised to read: 1¼" PVC CONDUIT (TYP.) callout (mark) 8 #9 ~ 36" (TYP.) is revised to read: callout (mark) 8 #8 ~ 36" (TYP.) EPOXY BAR EXPANSION JOINT DETAIL, callout (mark) W #9 (epoxy coated symbol) ~ 36" (TYP.) is revised to read: callout (mark) 8 #8 (epoxy coated symbol) ~ 36" (TYP.)

C-23.60

Note 4. For anchor post assembly details, see Standard Plan C-1b. Use detail on this plan for wood breakaway post. (No block on this post)

Is revised as follows:

Note 4. For anchor post assembly details, refer to standard plan C-1b for Sim. Installation, with the exception of using the wood breakaway post detail, this plan. (No block on this post). Typical for both steel or wood guardrail runs.

G-24.40

Existing callout - CORNER BOLT (TYP.)

New callout - CORNER BOLT OR SHOULDER BOLT (TYP.)

J-1f

Note 2, reference to J-7d is revised to J-15.15

References to J-9a (3 instances) are revised to J-60.05

J-3b

Sheet 2 of 2, Plan View of Service Cabinet, Boxed Note, "SEE STANDARD PLAN J-6C..." is revised to read: "SEE STANDARD PLAN J-10.10..."

Sheet 2 of 2, Plan View of Service Cabinet Notes, references to Std. Plan J-9a are revised to J-60.05 (3 instances).

J-7c

Note 3, reference to J-7d is revised to J-15.15

J-16b

Key Note 1, reference to J-16a is revised to J-40.36

J-16c

Key Note 1, reference to J-16a is revised to J-40.36

J-20.10

Sheet 2, 2-Way Mounting Angle Detail,
Dimension 1.625" is revised to 1.8125"
Dimension 2.375" is revised to 2.1875"

J-75.40

Monotube Sign Structure, elevation, callout – EQUIPMENT GROUNDING CONDUCTOR
~ SIZE PER NEC. MINIMUM SIZE # 8

Is revised to read; EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC
minimum size # 4 AWG

Detail C, callout– EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL
REINFORCING BAR, SIZE PER NEC MIN. SIZE # 8

Is revised to read; EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL
REINFORCING BAR, SIZE PER NEC minimum size # 4 AWG

J-75.45

elevation, callout – EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC.
MINIMUM SIZE # 8

Is revised to read:

EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC minimum size # 4 AWG

Detail D, callout– EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL
REINFORCING BAR, SIZE PER NEC. MIN. SIZE # 8

Is revised to read:

EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL REINFORCING
BAR, SIZE PER NEC minimum size # 4 AWG

K-80.30

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

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-40.10-02.....6/2/11	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-60.20-02.....6/2/11
A-30.15-00.....11/08/07	A-40.50-01.....6/2/11	A-60.30-00.....11/08/07
A-30.30-01.....6/16/11	A-50.10-00.....11/17/08	A-60.40-00.....8/31/07
B-5.20-01.....6/16/11	B-30.50-00.....6/01/06	B-75.20-01.....6/10/08
B-5.40-01.....6/16/11	B-30.70-02.....6/16/11	B-75.50-01.....6/10/08
B-5.60-01.....6/16/11	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-40.40-01.....6/16/10	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-50.20-00.....6/01/06	B-85.50-01.....6/10/08
B-20.60-02.....6/10/08	B-55.20-00.....6/01/06	B-90.10-00.....6/08/06
B-25.20-00.....6/08/06	B-60.20-00.....6/08/06	B-90.20-00.....6/08/06
B-25.60-00.....6/01/06	B-60.40-00.....6/01/06	B-90.30-00.....6/08/06
B-30.10-00.....6/08/06	B-65.20-00.....6/01/06	B-90.40-00.....6/08/06
B-30.20-01.....11/21/06	B-65.40-00.....6/01/06	B-90.50-00.....6/08/06
B-30.30-00.....6/01/06	B-70.20-00.....6/01/06	B-95.20-01.....2/03/09
B-30.40-00.....6/01/06	B-70.60-00.....6/01/06	B-95.40-00.....6/08/06
C-1.....6/16/11	C-6.....5/30/97	C-16b.....6/3/10
C-1a.....10/14/09	C-6a.....10/14/09	C-20.14-01.....10/14/09
C-1b.....6/16/11	C-6c.....1/06/00	C-20.15-00.....10/14/09
C-1c.....5/30/97	C-6d.....5/30/97	C-20.18-00.....10/14/09
C-1d.....10/31/03	C-6f.....7/25/97	C-20.19-00.....10/14/09
C-2.....1/06/00	C-7.....6/16/11	C-20.40-02.....6/16/11
C-2a.....6/21/06	C-7a.....6/16/11	C-20.42-02.....6/16/11
C-2b.....6/21/06	C-8.....2/10/09	C-20.45.00.....6/16/11
C-2c.....6/21/06	C-8a.....7/25/97	C-22.14-02.....6/16/11
C-2d.....6/21/06	C-8b.....6/27/11	C-22.16-02.....6/16/11
C-2e.....6/21/06	C-8e.....2/21/07	C-22.40-02.....6/16/10
C-2f.....3/14/97	C-8f.....6/30/04	C-22.45.00.....6/16/11
C-2g.....7/27/01	C-10.....6/3/10	C-23.60-01.....10/14/09

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.....6/27/11
 C-3a.....10/04/05
 C-3b.....6/27/11
 C-3c.....6/21/06
 C-4b.....6/08/06
 C-4b.....6/08/06
 C-4e.....2/20/03
 C-4f.....6/16/11
 C-5.....6/16/11

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.....6/3/10

C-25.18-02.....6/16/11
 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-28.40-01.....6/16/11
 C-40.14-01... ..6/3/10
 C-40.16-01... ..6/3/10
 C-40.18-01.....10/14/09
 C-85.14-00.....6/16/11
 C-85.15-00.....6/16/11
 C-85.16-00.....6/16/11
 C-85.18-00.....6/16/11
 C-85.20-00.....6/16/11
 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-2.34-01... ..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-2.44-00.....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-2.86-00.....11/10/05
 D-2.88-00.....11/10/05
 D-2.92-00.....11/10/05
 D-3.....6/2/11
 D-3.10-00... ..6/16/10
 D-2.46-00.....11/10/05
 D-3.11-00... ..6/16/10

D-3.15-00... ..6/16/11
 D-3.16-00... ..6/16/11
 D-3.17-00... ..6/16/11
 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-15.10-01.....12/02/08
 D-15.20-02... ..6/2/11
 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-10.12-02... ..6/16/11
 F-10.16-00.....12/20/06
 F-10.18-00.....6/27/11
 F-10.40-01.....7/3/08
 F-10.42-00.....1/23/07

F-80.10-01... ..6/3/10
 F-10.62-01.....9/05/07
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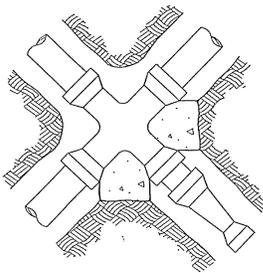
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**REQUIRED CONTRACT PROVISIONS - STATE DEPARTMENT OF LABOR
AND INDUSTRIES**

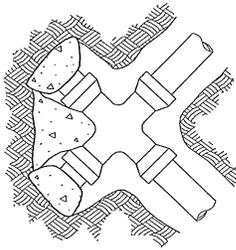
**Chapter 39.12 RCW
PREVAILING WAGES ON PUBLIC WORKS**

NOTES

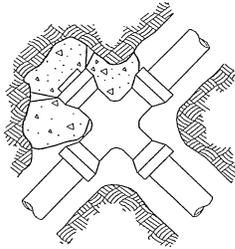
1. Contractor to provide blocking adequate to withstand full test pressure.
2. Divide thrust by safe bearing load to determine required area (in square feet) of concrete to distribute load.
3. Areas to be adjusted for other pressure conditions.
4. Provide two 1" minimum diameter rods on valves up through 10" diameter. Valves larger than 10" require special tie rod design.



PLAN VIEW
UNBALANCED CROSS
(USE COLUMN A)



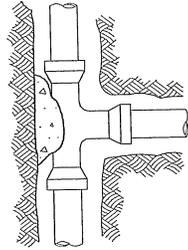
PLAN VIEW
PLUGGED CROSS
(USE COLUMN B)



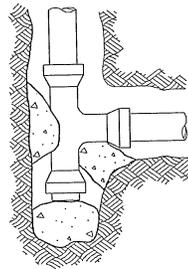
PLAN VIEW
PLUGGED CROSS
(USE COLUMN A)

SIZE	TEST PRESSURE (PSI)	THRUST AT FITTINGS IN POUNDS				
		A TEE AND DEAD ENDS	B 90° BEND	C 45° BEND	D 22.5° BEND	E 11.25° BEND
4"	250	3,140	4,440	2,405	1,225	615
6"	250	7,070	9,895	5,410	2,760	1,385
8"	250	12,565	17,770	9,620	4,805	2,465
10"	250	19,635	27,770	15,030	7,660	3,850
12"	250	28,275	38,885	21,640	11,030	5,545
14"	250	38,485	54,425	28,455	15,015	7,545
18"	250	50,265	71,085	38,470	19,615	9,855

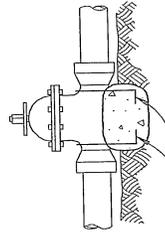
SOIL TYPE	SAFE BEARING LOAD (PSF)
MUCK, PEAT, ETC.	0
SOFT CLAY	1,000
SAND	2,000
SAND AND GRAVEL	3,000
SAND AND GRAVEL CEMENTED WITH CLAY	4,000
HARD SHALE	10,000



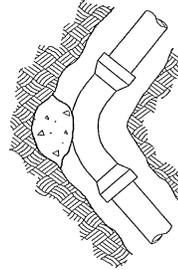
PROFILE VIEW
TEE



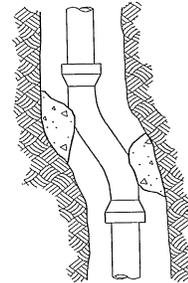
PLAN VIEW
PLUGGED TEE
(USE COLUMN B)



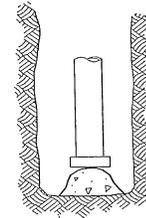
PROFILE VIEW
VALVE
(USE COLUMN A)
TWO 1" DIAM. RODS (SEE NOTE 4)



PLAN VIEW
BEND



PLAN VIEW
OFFSET
(USE COLUMNS B - E)



PLAN VIEW
DEAD END



EXPIRES JULY 1, 2007

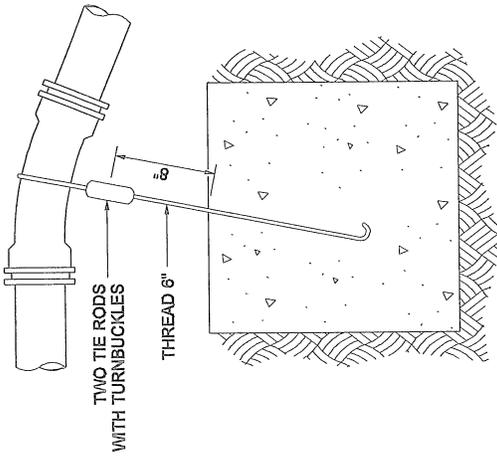
CONCRETE THRUST BLOCK
STANDARD PLAN B-90.40-00

SHEET 1 OF 1 SHEET

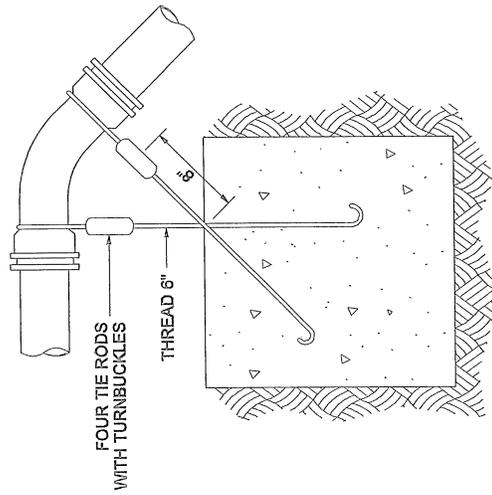
APPROVED FOR PUBLICATION
Harold J. Peterfeso 06-08-06
 STATE DESIGN ENGINEER DATE
 Washington State Department of Transportation

NOTE

Steel tie rods to be heavily coated with asphalt after installation.



BLOCKING FOR 11.25° OR 22.5° VERTICAL BENDS



BLOCKING FOR 45° VERTICAL BENDS

DIMENSION TABLE						
PIPE DIAM.	TEST PRESSURE (PSI)	BEND ANGLE	CONCRETE VOLUME (F ³)	CUBE SIZE (F)	TIE ROD DIAM.	TIE ROD EMBEDMENT
4"	250	11.25°	6	1.8	5/8"	17"
		22.5°	12	2.3		
		45°	22	2.8		
6"	250	11.25°	14	2.4	5/8"	17"
		22.5°	27	3.0		
		45°	50	3.7		
8"	250	11.25°	25	2.9	5/8"	17"
		22.5°	48	3.6		
		45°	89	4.5		
10"	250	11.25°	38	3.4	5/8"	17"
		22.5°	75	4.2		
		45°	139	5.2		
12"	250	11.25°	55	3.8	5/8"	17"
		22.5°	108	4.8		
		45°	200	5.8		
14"	250	11.25°	75	4.2	5/8"	17"
		22.5°	147	5.3		
		45°	272	6.5		
16"	250	11.25°	98	4.6	5/8"	17"
		22.5°	192	5.8		
		45°	355	7.1		
					1 1/8"	30"

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EXPIRES JULY 1, 2007

CONCRETE THRUST BLOCK FOR CONVEX VERTICAL BENDS
STANDARD PLAN B-90-50-00

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Harold J. Peterfeso 06-08-06

STATE DESIGN ENGINEER DATE

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