CONTRACT PROVISIONS AND PLANS

For Construction of:

PIERT ROAD EXTENSION

SR 397 TO BOWLES ROAD
CE 1619 CRP

Benton County, Washington

BENTON COUNTY
DEPARTMENT OF PUBLIC WORKS

OFFICE OF THE COUNTY ENGINEER
BENTON COUNTY

NOTICE TO ALL PLANHOLDERS:

Sealed bids for Piert Road Extension, SR 397 to Bowles Road - C.E. 1619 CRP shall be received by the Benton County Engineer, Benton County Courthouse, 620 Market St., P. O. Box 1001, Prosser, Washington 99350-0954 until 1:30 p.m., Local Time, Monday, May 14, 2012. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME. Bids are to be opened on Monday, May 14, 2012, at 2:00 p.m., Local Time, in the Public Works Conference Room, Benton County Courthouse, 620 Market St., Prosser, Washington. Contractor's Bid Proposal shall include the complete Proposal, consisting of seven (7) pages, and Proposal Bond, and be enclosed in a sealed envelope marked, "BID FOR PIERT ROAD EXTENSION, SR 397 TO BOWLES ROAD – C.E. 1619 CRP".

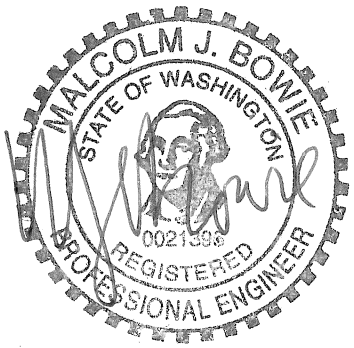
"NOTE: This document and the materials enclosed herewith constitute an invitation to submit bid proposals only and do not represent an offer by Benton County or the Benton County Engineer. Bid proposals submitted in response hereto shall constitute offers to contract with Benton County, and only upon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

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

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

ENGINEER'S CERTIFICATION

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



EXPIRES 03-31-13

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INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2012 Standard Specifications for Road, Bridge, and Municipal Construction.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

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

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

1-01, Definition and Terms
January 2, 2012

1-01.3 Definitions
The definition for "**Bid Documents**" is revised to read:

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

1-02, Bid Procedures and Conditions
January 2, 2012

1-02.4(2) Subsurface Information
The first two sentences in the first paragraph are revised to read:

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

1-03, Award and Execution of Contract
April 2, 2012

1-03.1(1) Tied Bids
This section's title is revised to read:

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

1-08, Prosecution and Progress
April 2, 2012

1-08.1 Subcontracting
In the eighth paragraph, "Contracting Agency" is revised to read "WSDOT".

1-08.3(1) General Requirements
The following new paragraph is inserted after the first paragraph:

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

1-08.7 Maintenance During Suspension
The second paragraph is revised to read:

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

1-09, Measurement and Payment
April 2, 2012

1-09.2(5) Measurement
The second sentence in the first paragraph is revised to read:

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

3-04, Acceptance of Aggregate
April 2, 2012

3-04.3(7)D4 An Entire Lot
The last sentence is deleted.

3-04.5 Payment
In the second paragraph, the reference "Section 3-04.3(6)C " is revised to read "Section 3-04.3(8)".

In Table 1, the row containing the item "Gravel Borrow for Geosynthetic Retaining Wall" is revised to read:

9-03.14(4)	Gravel Borrow for Geosynthetic Retaining Wall	4000	2000	$30	$60

5-01, Cement Concrete Pavement Rehabilitation
April 2, 2012

5-01.3(2)B Portland Cement Concrete
The fifth sentence in the third paragraph is revised to read:

The lower Specification limit for compressive strength shall be 4,000-psi.

The last two sentences in the third paragraph are deleted.

5-01.3(11) Concrete Slurry
This section including title is revised to read:

5-01.3(11) Concrete Slurry and Grinding Residue
All concrete slurry and grinding residue shall be removed from the pavement surface on a continual basis immediately behind the grinding or cutting operations. Slurry shall not be allowed to drain into an area open to traffic, off of the paved surface or into any drainage structure.

The Contractor shall collect the concrete slurry and grinding residue from the pavement surface and dispose of it in accordance with Section 2-03.3(7)C.

Opening to traffic shall meet the requirements of Section 5-05.3(17).

5-04, Hot Mix Asphalt
April 2, 2012

5-04.3(10)B3 Longitudinal Joint Density
The section including title is revised to read:

5-04.3(10)B3 Vacant

6-02, Concrete Structures
April 2, 2012

6-02.3(16) Plans for Falsework and Formwork
Item No. 4 in the seventh paragraph is revised to read:

4. Conditions required by other Sections of 6-02.3(17), Falsework and Formwork.

Item's No. 5, 6, 7, and 8 in the seventh paragraph are deleted.

The following paragraph is inserted after the seventh paragraph:

Plan approval can be done by the Project Engineer for footings and walls 4 to 8 feet high (excluding pedestal height) provided:

1. Concrete placement rate is 4 feet per hour or less.

2. Facing is ¾-inch plywood with grades as specified per Section 6-02.3(17)I.

3. Studs, with plywood face grain perpendicular, are 2 by 4's spaced at 12 inches.

4. Walers with 3,000 pound safe working load ties spaced at 24 inches are two 2 by 4's spaced at 24 inches.

6-02.3(17)F Bracing
In the first paragraph, the phrase "per Section 6-02.3(17)I" is revised to read "in accordance with Section 6-02.3(17)I".

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

6-02.3(17)F5 Temporary Bracing for Bridge Girders During Diaphragm and Bridge Deck Concrete Placement
Prestressed concrete girders shall be braced to resist forces that would cause rotation or torsion in the girders caused by the placing of precast concrete deck panels and concrete for the bridge deck.

Bracing shall be designed and detailed by the Contractor and shall be shown in the falsework/formwork plans submitted to the Engineer for approval. These braces shall be furnished, installed, and removed by the Contractor at no additional cost to the Contracting Agency. The Contractor may consider the bracing effects of the diaphragms in developing the falsework/formwork plans. The Contractor shall account for the added load from concrete finishing machines and other construction loadings in the design of the bracing.

Falsework support brackets and braces shall not be welded to structural steel bridge members or to steel reinforcing bars.

6-02.3(17)F4 Temporary Bracing for Bridge Girders
This section including title is revised to read:

6-02.3(17)F4 Temporary Bracing for Bridge Girders During Erection
Steel girders shall be braced in accordance with Section 6-03.3(7)A.

Prestressed concrete girders shall be braced sequentially during girder erection. The bracing shall be designed and detailed by the Contractor and shall be shown in the falsework/formwork plans submitted to the Engineer for approval. The Contractor shall furnish, install, and remove the bracing at no additional cost to the Contracting Agency.

At a minimum, the Contractor shall brace girders at each end and at midspan to prevent lateral movement or rotation. This bracing shall be placed prior to the release of each girder from the erection equipment. If the bridge is constructed with cast-in-place

concrete diaphragms, the bracing may be removed once the concrete in the diaphragms has been placed and cured for a minimum of 24 hours.

6-02.3(25)N Prestressed Concrete Girder Erection
The third sentence in the fifth paragraph is revised to read:

The girders shall be braced in accordance with Sections 6-02.3(17)F4 and 6-02.3(17)F5.

6-02.3(26)E5 Leak Tightness Testing
The first sentence in the first paragraph is revised to read:

The Contractor shall test each completed duct assembly for leak tightness after placing concrete but prior to placing post tensioning reinforcement.

The second paragraph is revised to read:

Prior to testing, all grout caps shall be installed and all vents, grout injection ports, and drains shall either be capped or have their shut-off valves closed. The Contractor shall pressurize the completed duct assembly to an initial air pressure of 50 psi. This pressure shall be held for five minutes to allow for internal adjustments within the assembly. After five minutes, the air supply valve shall be closed. The Contractor shall monitor and measure the pressure maintained within the closed assembly, and any subsequent loss of pressure, over a period of one minute following the closure of the air supply valve. The maximum pressure loss for duct assemblies equal to or less than 150 feet in length shall be 25 psig. The maximum pressure loss for duct assemblies greater than 150 feet in length shall be 15 psig. If the pressure loss exceeds the allowable, locations of leakage shall be identified, repaired or reconstructed using methods approved by the Engineer. The repaired system shall then be retested. The cycle of testing, repair and retesting of each completed duct assembly shall continue until the completed duct assembly completes a test with pressure loss within the specified amount.

6-03, Steel Structures
April 2, 2012

6-03.3(28)A Method of Shop Assembly
The first sentence in Item 2.C. is revised to read:

For Trusses and Girders – After the first stage has been completed, each subsequent stage shall be assembled to include: at least one truss panel or girder shop section of the previous stage and two or more truss panels or girder shop sections added at the advancing end.

6-07, Painting
April 2, 2012

6-07.3(9)A Paint System
The first sentence in the second paragraph is revised to read:

All paint coating components of the selected paint system shall be produced by the same manufacturer.

6-07.3(10)H Paint System
The first and second sentences in the second paragraph are revised to read:

All paint coating components of the selected paint system shall be produced by the same manufacturer.

6-10, Concrete Barrier
April 2, 2012

6-10.5 Payment
In the second paragraph, the bid item "Conc. Class 4000" is revised to read:

"Conc. Class 4000___"

6-12, Noise Barrier Walls
January 2, 2012

6-12.3(3) Shaft Construction
The third sentence in the fifth paragraph is revised to read:

When efforts to advance past the obstruction to the design shaft tip elevation result in the rate of advance of the shaft drilling equipment being significantly reduced relative to the rate of advance for the rest of the shaft excavation, then the Contractor shall remove the obstruction under the provisions of Section 6-12.5.

6-12.5 Payment
This section is supplemented with the following:

"Removing Noise Barrier Wall Shaft Obstructions", estimated.

Payment for removing obstructions, as defined in Section 6-12.3(3), will be made for the changes in shaft construction methods necessary to remove the obstruction. The Contractor and the Engineer shall evaluate the effort made and reach agreement on the equipment and employees utilized, and the number of hours involved for each. Once these cost items and their duration have been agreed upon, the payment amount will be determined using the rate and markup methods specified in Section 1-09.6. For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount for the item "Removing Noise Barrier Wall Shaft Obstructions" in the bid proposal to become a part of the total bid by the Contractor.

If the shaft construction equipment is idled as a result of the obstruction removal work and cannot be reasonably reassigned within the project, then standby payment for the idled equipment will be added to the payment calculations. If labor is idled as a result of

the obstruction removal work and cannot be reasonably reassigned within the project, then all labor costs resulting from Contractor labor agreements and established Contractor policies will be added to the payment calculations.

The Contractor shall perform the amount of obstruction work estimated by the Contracting Agency within the original time of the contract. The Engineer will consider a time adjustment and additional compensation for costs related to the extended duration of the shaft construction operations, provided:

1. The dollar amount estimated by the Contracting Agency has been exceeded, and;

2. The Contractor shows that the obstruction removal work represents a delay to the completion of the project based on the current progress schedule provided in accordance with Section 1-08.3.

6-14, Geosynthetic Retaining Walls
January 2, 2012

6-14.2 Materials
The referenced section for the following item is revised to read:

Grout	9-20.3(4)

In the first paragraph, the following items are inserted after the item "Gravel Borrow For Geosynthetic Retaining Wall":

Polyurethane Sealant	9-04.2(3)
Closed Cell Foam Backer Rod	9-04.2(3)A

6-15, Soil Nail Walls
January 2, 2012

6-15.2 Materials
The referenced section for the following item is revised to read:

Grout	9-20.3(4)

6-15.3(3) Submittals
Item f beneath item number 3 is revised to read:

f. Mix design and procedures for placing the grout.

6-15.3(6) Soil Nailing
This section is supplemented with the following:

The Contractor shall make and cure grout cubes once per day in accordance with WSDOT Test Method T 813. These samples shall be retained by the Contractor until all associated verification and proof testing of the soil nails has been successfully completed. If the Contractor elects to test the grout cubes for compressive strength, testing shall be conducted by an independent laboratory and shall be in accordance with the WSDOT FOP for AASHTO T106.

6-16, Soldier Pile and Soldier Pile Tieback Walls
January 2, 2012

6-16.3(3) Shaft Excavation
The third sentence in the seventh paragraph is revised to read:

When efforts to advance past the obstruction to the design shaft tip elevation result in the rate of advance of the shaft drilling equipment being significantly reduced relative to the rate of advance for the rest of the shaft excavation, then the Contractor shall remove the obstruction under the provisions of Section 6-16.5.

6-16.5 Payment
This section is supplemented with the following:

"Removing Soldier Pile Shaft Obstructions", estimated.

Payment for removing obstructions, as defined in Section 6-16.3(3), will be made for the changes in shaft construction methods necessary to remove the obstruction. The Contractor and the Engineer shall evaluate the effort made and reach agreement on the equipment and employees utilized, and the number of hours involved for each. Once these cost items and their duration have been agreed upon, the payment amount will be determined using the rate and markup methods specified in Section 1-09.6. For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount for the item "Removing Soldier Pile Shaft Obstructions" in the bid proposal to become a part of the total bid by the Contractor.

If the shaft construction equipment is idled as a result of the obstruction removal work and cannot be reasonably reassigned within the project, then standby payment for the idled equipment will be added to the payment calculations. If labor is idled as a result of the obstruction removal work and cannot be reasonably reassigned within the project, then all labor costs resulting from Contractor labor agreements and established Contractor policies will be added to the payment calculations.

The Contractor shall perform the amount of obstruction work estimated by the Contracting Agency within the original time of the contract. The Engineer will consider a time adjustment and additional compensation for costs related to the extended duration of the shaft construction operations, provided:

1. The dollar amount estimated by the Contracting Agency has been exceeded, and;

2. The Contractor shows that the obstruction removal work represents a delay to the completion of the project based on the current progress schedule provided in accordance with Section 1-08.3.

6-17, Permanent Ground Anchors
January 2, 2012

6-17.3(3) Submittals
The first sentence in the sixth paragraph is revised to read:

The Contractor shall submit the mix design for the grout conforming to Section 9-20.3(4) and the procedures for placing the grout to the Engineer for approval.

6-17.3(7) Installing Permanent Ground Anchors
The following new paragraph is inserted after the sixth paragraph:

The Contractor shall make and cure grout cubes once per day in accordance with WSDOT Test Method T 813. These samples shall be retained by the Contractor until all associated verification, performance and proof testing of the permanent ground anchors has been successfully completed. If the Contractor elects to test the grout cubes for compressive strength, testing shall be conducted by an independent laboratory and shall be in accordance with the WSDOT FOP for AASHTO T106.

7-02, Culverts
April 2, 2012

7-02.5
The bid item "Steel Rib Reinforced Polyethylene Culvert Pipe _____ In. Diam.", per linear foot is revised to read:

"St. Rib Reinf Polyethlene Culv. Pipe _____ In. Diam.", per linear foot

7-04, Storm Sewers
April 2, 2012

7-04.3(1)B Exfiltration Test – Storm Sewers
The fifth column title "PE[4]" is revised to read "PP[4]" from the table titled, "**Storm Sewer Pipe Schedules".**

7-04.5
The bid item "Steel Rib Reinforced Polyethylene Storm Sewer Pipe _____ In Diam", per linear foot is revised to read:

"St. Rib Reinf Polyethlene Storm Sewer Pipe _____ In. Diam", per linear foot

7-05, Manholes, Inlets, Catch Basins, and Drywells
April 2, 2012

7-05.3 Construction Requirements
The third paragraph is supplemented with the following:

> Leveling and adjustment devices that do not modify the structural integrity of the metal frame, grate or cover, and do not void the originating foundry's compliance to these specifications and warranty is allowed. Approved leveling devices are listed in the Qualified Products List. Leveling and adjusting devices that interfere with the backfilling, backfill density, grouting and asphalt density will not be allowed. The hardware for leveling and adjusting devices shall be completely removed when specified by the Project Engineer.

8-01, Erosion Control and Water Pollution Control
April 2, 2012

8-01.3(2)D Mulching
The following two new paragraphs are inserted after the fourth paragraph:

> Short-Term Mulch shall be hydraulically applied at the rate of 2500 pounds per acre and may be applied in one lift.
>
> Moderate-Term Mulch and Long-Term Mulch shall be hydraulically applied at the rate of 3500 pounds per acre with no more than 2000 pounds applied in any single lift.

8-01.3(2)E Soil Binders and Tacking Agents
The first paragraph is revised to read:

> Tacking agents or soil binders applied using a hydroseeder shall have a mulch tracer added to visibly aid uniform application. This tracer shall not be harmful to plant, aquatic, or animal life. A minimum of 125 pounds per acre and a maximum of 250 pounds per acre of Short-Term Mulch shall be used as a tracer.

The last two paragraphs are deleted.

8-01.3(2)F Dates for Application of Final Seed, Fertilizer, and Mulch
In the first paragraph, "Engineer" is revised to read "Project Engineer".

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

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

The third paragraph is deleted.

8-01.3(5) Placing Plastic Covering
The second and third paragraphs are revised to read:

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

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

8-01.3(6) Check Dams
This section is revised to read:

Check dams shall be installed as soon as construction will allow, or when designated by the Engineer. The Contractor may substitute a different check dam, in lieu of what is specified in the contract, with approval of the Engineer. The check dam is a temporary or permanent structure, built across a minor channel. Water shall not flow through the check dam structure. Check dams shall be constructed in a manner that creates a ponding area upstream of the dam to allow pollutants to settle, with water from increased flows channeled over a spillway in the check dam. The check dam shall be constructed to prevent erosion in the area below the spillway. Check dams shall be placed perpendicular to the flow of water and installed in accordance with the Standard Plans. The outer edges shall extend up the sides of the conveyance to prevent water from going around the check dam. Check dams shall be of sufficient height to maximize detention, without causing water to leave the ditch. Check dams shall meet the requirements in Section 9-14.5(4).

8-01.3(7) Stabilized Construction Entrance
The first paragraph is revised to read:

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

8-01.3(9)B Gravel Filter, Wood Chip, or Compost Berm
The first paragraph is revised to read:

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

8-01.3(9)C Straw Bale Barrier
This section including title is revised to read:

8-01.3(9)C Vacant

8-01.3(11) Vacant
This section including title is revised to read:

8-01.3(11) Outlet Protection
Outlet protection shall prevent scour at the outlets of ponds, pipes, ditches or other conveyances. All quarry spall material used for outlet protection shall be free of extraneous material and meet the gradation requirements in Section 9-13.6.

8-01.3(13) Temporary Curb
This section is revised to read:

Temporary curbs shall divert or redirect water around erodible soils.

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

8-01.4 Measurement
The third paragraph is revised to read:

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

This section is supplemented with the following:

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

8-01.5 Payment
This section is supplemented with the following:

"Outlet Protection", per each.

8-02, Roadside Restoration
April 2, 2012

8-02.5 Payment
The paragraph following bid item "Coarse Compost", per cubic yard" is revised to read:

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

8-03, Irrigation Systems
April 2, 2012

8-03.3(7) Flushing and Testing
The fifth paragraph is deleted.

8-04, Curbs, Gutters, and Spillways
April 2, 2012

8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways
This section is supplemented with the following new sub-section:

8-04.3(1)B Roundabout Cement Concrete Curb and Gutter
Roundabout cement concrete curb and gutter and roundabout splitter island nosing curb shall be shaped and finished to match the shape of the adjoining curb as shown in the Plans. All other requirements for cement concrete curb and cement concrete curb and gutter shall apply to roundabout cement concrete curb and gutter.

8-04.4 Measurement
This section is supplemented with the following:

Roundabout splitter island nosing curb will be measured per each.

8-04.5 Payment
The bid item, "Roundabout Truck Apron Cement Concrete Curb", per linear foot is deleted.

This section is supplemented with the following:

"Roundabout Cement Concrete Curb and Gutter", per linear foot

The unit Contract price per linear foot for "Roundabout Cement Concrete Curb and Gutter" shall be full payment for all costs for the Work including transitioning the roundabout cement concrete curb and gutter to the adjoining curb shape.

"Roundabout Splitter Island Nosing Curb", per each.

The unit Contract price per each for "Roundabout Splitter Island Nosing Curb" shall be full payment for all costs for the Work including transitioning the roundabout splitter island nosing curb to the adjoining curb shape.

8-12, Chain Link Fence and Wire Fence
April 2, 2012

In this Section "Engineer" is revised to read "Project Engineer".

8-12.1 Materials
This section is supplemented with the following:

Paint 9-08.1(2)B

8-12.3(1)A Posts
The words "for Type 3 and Type 4 fences" and "on Type 3 and Type 4 fences" are deleted from this section.

The first sentence of the fifth paragraph is revised to read:

After the post is set and plumbed, the hole shall be filled with Grout Type 4.

The third sentence in the sixth paragraph is replaced with the following two sentences:

After the post is set and plumbed, the hole in the portion of the post in solid rock shall be filled with Grout Type 4. The grout shall be thoroughly worked into the hole so as to leave no voids.

The seventh paragraph is deleted.

The ninth paragraph is revised to read:

Steep slopes or abrupt topography may require changes in various elements of the fence. It shall be the responsibility of the Contractor to provide all posts of sufficient length to accommodate the chain link fabric.

The tenth paragraph is revised to read:

All round posts shall have approved top caps fastened securely to the posts. The base of the top cap fitting for round posts shall feature an apron around the outside of the posts.

8-12.3(1)B Top Rail
This section's content including title is deleted and replaced with:

8-12.3(1)B Vacant

8-12.3(1)C Tension Wire and Tension Cable
This section's content including title is revised to read:

8-12.3(1)C Tension Wire

Tension Wires shall be attached to the posts as detailed in the Plans or as approved by the Engineer.

8-12.3(1)D Chain Link Fabric

The first three paragraphs are revised to read:

Chain link fabric shall be attached after the cables and wires have been properly tensioned.

Chain link fabric shall be placed on the face of the post away from the Highway, except on horizontal curves where it shall be placed on the face on the outside of the curve unless otherwise directed by the Project Engineer.

Chain link fabric shall be placed approximately 1-inch above the ground and on a straight grade between posts by excavating high points of ground. Filling of depressions will be permitted only upon approval of the Project Engineer.

The third sentence of the fourth paragraph is revised to read:

The top and bottom edge of the fabric shall be fastened with hog rings to the top and bottom tension wires as may be applicable, spaced at 24-inch intervals.

8-12.3(1)E Chain Link Gates

The third paragraph is deleted.

8-12.3(2)A Posts

In the second paragraph, "commercial" is deleted.

The first sentence of the fifth paragraph is revised to read:

After the post is set and plumbed, the hole shall be filled with Grout Type 4.

The fourth sentence in the sixth paragraph is replaced with the following two sentences:

After the post is set and plumbed, the hole in the portion of the post in solid rock shall be filled with Grout Type 4. The grout shall be thoroughly worked into the hole so as to leave no voids.

The tenth paragraph is revised to read:

Where the new fence joins an existing fence, the 2 shall be attached in a manner satisfactory to the Project Engineer, and end or corner posts shall be set as necessary.

The eleventh paragraph is deleted.

8-12.5 Payment
The paragraph following the item "Chain Link Fence Type ____", per linear foot is revised to read:

> The unit Contract price per linear foot for "Chain Link Fence Type ___" shall be full payment for all costs for the specified Work including brace post installation and all other requirements of Section 8-12 for Chain Link Fence, unless covered in a separate Bid Item in this Section.

The following paragraph is inserted after the item "End, Gate, Corner, and Pull Post for Chain Link Fence", per each:

> The unit Contract price per each for "End, Gate, Corner, and Pull Post for Chain Link Fence" shall be full payment for all costs for the specified Work.

The following paragraph is inserted after the item "Single 6 Ft. Chain Link Gate", per each:

> The unit Contract price per each for "Double 14 Ft. Chain Link Gate", "Double 20 Ft. Chain Link Gate", and "Single 6 Ft. Chain Link Gate", shall be full payment for all costs for the specified Work.

The following paragraph is inserted after the item "Wire Fence Type ____", per linear foot:

> The unit Contract price per each for "Wire Fence Type ____" shall be full payment for all costs for the specified Work including payment for clearing of the fence line.

The following paragraph is inserted after the item "Double Wire Gate 20 Ft. Wide", per each:

> The unit contract price per each for "Single Wire Gate 14 Ft. Wide" and "Double Wire Gate 20 Ft. Wide" shall be full payment for all costs for the specified Work.

The paragraph following the item "Access Control Gate", per each is revised to read:

> The unit contract price per each for "Access Control Gate" shall be full payment for all costs to perform the specified Work.

8-15, Riprap
April 2, 2012

8-15.1 Description
The second paragraph is revised to read:

> Riprap will be classified as heavy loose riprap, light loose riprap, and hand placed riprap.

8-20, Illumination, Traffic Signal Systems, And Electrical
January 2, 2012

8-20.3(9) Bonding, Grounding
The first sentence in the second paragraph is replaced with the following two sentences:

All conduit installed shall have an equipment ground conductor installed in addition to the conductors noted in the Contract. Conduit with innerducts shall have an equipment ground conductor installed in each innerduct that has an electrical conductor.

8-21, Permanent Signing
April 2, 2012

8-21.2 Materials
The third sentence is revised to read:

Materials for sign mounting shall conform to Section 9-28.11.

8-21.3(9)A Fabrication of Steel Structures
The first sentence in the first paragraph is revised to read:

Fabrication shall conform to the applicable requirements of Section 6-03 and 9-06.

This section is supplemented with the following:

All fabrication, including repairs, adjustments or modifications of previously fabricated sign structure members and connection elements, shall be performed in the shop, under an Engineer approved shop drawing prepared and submitted by the Contractor for the original fabrication or the specific repair, adjustment or modification. Sign structure fabrication repair, adjustment or modification of any kind in the field is not permitted. If fabrication repair, adjustment or modification occurs after a sign structure member or connection element has been galvanized, the entire member or element shall be re-galvanized in accordance with AASHTO M 111.

8-21.3(9)B Vacant
This section including title is revised to read:

8-21.3(9)B Erection of Steel Structures
Erection shall conform to the applicable requirements of Sections 6-03 and 8-21.3(9)F. Section 8-21.3(9)F notwithstanding, the Contractor may erect a sign bridge prior to completion of the shaft cap portion of one foundation for one post provided the following conditions are satisfied:

1. The Contractor shall submit design calculations and working drawings of the temporary supports and falsework supporting the sign bridge near the location of the incomplete foundation to the Engineer for approval in accordance with Section 6-01.9. The submittal shall include the method of releasing and

removing the temporary supports and falsework without inducing loads and stress into the sign bridge.

2. The Contractor shall submit the method used to secure the anchor bolt array in proper position with the sign bridge while casting the shaft cap concrete to complete the foundation.

3. The Contractor shall erect the sign bridge and temporary supports and falsework, complete the remaining portion of the incomplete foundation, and remove the temporary supports and falsework, in accordance with the working drawing submittals as approved by the Engineer.

8-21.3(9)F Foundations

The eighth paragraph is replaced with the following three new paragraphs:

After construction of concrete foundations for sign bridge and cantilever sign structures, the Contractor shall survey the foundation locations and elevations, the anchor bolt array locations and lengths of exposed threads. The Contractor shall confirm that the survey conforms to the sign structure post, beam, span and foundation design geometry shown in the Plans, and shall identify any deviations from the design geometry shown in the Plans. When deviations are identified, the Contractor shall notify the Engineer, and such notice shall be accompanied by the Contractor's proposed method(s) of addressing the deviations, including removal and reconstruction of the shaft cap portion of the affected concrete foundation as outlined in this Section, or fabrication repair, adjustment or modification, with associated shop drawings, in accordance with Section 8-21.3(9)A.

If the Contractor's survey indicates that a concrete foundation has been constructed incorrectly for a sign structure that has already been fabricated, the Contractor may remove and reconstruct the shaft cap portion of the foundation, in accordance with Section 1-07.13, provided the following conditions are satisfied:

1. The Contractor shall submit the method and equipment to be used to remove the portion of the concrete foundation to be removed and reconstructed to the Engineer for approval in accordance with Section 1-05.3. The submittal shall include confirmation that the equipment and the method of operation is appropriate to ensure that the existing anchor bolt array and primary shaft vertical steel reinforcing bars will not be damaged.

2. All steel reinforcing bars, except for steel reinforcing bars extending from the bottom portion of the foundation to remain, shall be removed and disposed of in accordance with Sections 2-02.3 and 2-03.3(7)C, and shall be replaced with new steel reinforcing bars conforming to the size, dimensions and geometry shown in the Plans. All concrete of the removed portion of the foundation shall be removed and disposed of in accordance with Sections 2-02.3 and 2-03.3(7)C.

3. The Contractor shall adjust the primary shaft vertical steel reinforcing bars as necessary in accordance with Section 6-02.3(24)C to provide clearance for the anchor bolt array.

Sign structures shall not be erected on concrete foundations until the Contractor confirms that the foundations and the fabricated sign structures are either compatible with each other and the design geometry shown in the Plans, or have been modified in accordance with this Section and as approved by the Engineer to be compatible with each other, and the foundations have attained a compressive strength of 2,400-psi.

8-21.5 Payment
This section is supplemented with the following:

All costs in connection with surveying completed concrete foundations for sign bridges and cantilever sign structures shall be included in the lump sum contract price for "Structure Surveying", except that when no Bid item is included in the Proposal for "Structure Surveying" then such costs shall be included in the lump sum contract price(s) for "Sign Bridge No. ___" and "Cantilever Sign Structure No. ___".

8-25, Glare Screen
April 2, 2012

In this section, "tension cable" and "cable" are deleted.

8-25.3(3) Posts
The first sentence in the first paragraph is revised to read:

Posts shall be constructed in accordance with the Standard Plans and applicable provisions of Section 8-12.3(1)A.

The last paragraph is revised to read:

All round posts for Type 1 Design B and Type 2 glare screen shall be fitted with a watertight top securely fastened to the post. Line posts shall have tops designed to carry the top tension wire.

8-25.3(5) Tension Cables
This section including title is revised to read:

8-25.3(5) Vacant

9-03, Aggregates
April 2, 2012

9-03.14(1) Gravel Borrow
Note [1] is deleted, including the reference in the table.

9-03.14(2) Select Borrow
Note [1] is deleted.

Note [2] is re-numbered Note [1], including the reference in the table.

9-03.14(4) Gravel Borrow for Geosynthetic Retaining Wall
This section is revised to read:

All backfill material for geosynthetic retaining walls shall consist of granular material, either naturally occurring or processed, and shall be free draining, free from organic or otherwise deleterious material. The material shall be substantially free of shale or other soft, poor durability particles, and shall not contain recycled materials, such as glass, shredded tires, portland cement concrete rubble, or asphaltic concrete rubble. The backfill material shall meet the following requirements for grading and quality:

Sieve Size	Percent Passing
1 ¼ " [1]	99-100
1"	90-100
No. 4	50-80
No. 40	30 max.
No. 200	7.0 max.
Sand Equivalent	50 min.

All percentages are by weight

Property	Test Method	Allowable Test Value
Los Angeles Wear 500 rev.	AASHTO T 96	35 percent max.
Degration Factor	WSDOT Test Method 113	15 min.
pH, permanent walls	AASHTO T 289	4.5-9
pH, temporary walls	AASHTO T 289	3-10

Wall backfill material satisfying these grading and property requirements shall be classified as nonaggressive.

9-03.21(1) General Requirements
The first sentence in the first paragraph is revised to read:

Hot Mix Asphalt, Concrete Rubble, Recycled Glass (glass cullet), and Steel Furnace Slage may be used as, or blended uniformly with naturally occurring materials for aggregates.

9-03.21(1)C Vacant
This section including title is revised to read:

9-03.21(1)C Recycled Glass (Glass Cullet)
Glass Cullet shall meet the requirements of AASHTO M 318 with the additional requirement that the glass cullet is limited to the maximum amounts set in Section 9-03.21(1)E for recycled glass. Prior to use the Contractor shall provide certification to the Project Engineer that the recycled glass meets the physical properties and deleterious substances requirements in AASHTO M-318.

9-03.21(1) E Table on Maximum Allowable Percent (By Weight) of Recycled Material
The column heading "Recycled Glass" is revised to read "Recycled Glass (Glass Cullet) in the table.

In the column "Recycled Glass (Glass Cullet)" all amounts are revised to read "20" beginning with the item "Ballast" and continuing down until the last item in the table.

9-04, Joint And Crack Sealing Materials
January 2, 2012

9-04.2 Joint Sealants
This section is supplemented with the following new sub-sections:

9-04.2(3) Polyurethane Sealant
Polyurethane sealant shall conform to ASTM C 920 Type S Grade NS Class 25 Use M.

Polyurethane sealant shall be compatible with the closed cell foam backer rod. When required, compatibility characteristics of sealants in contact with backer rods shall be determined by Test Method ASTM C 1087.

9-04.2(3)A Closed Cell Foam Backer Rod
Closed cell foam backer rod for use with polyurethane sealant shall conform to ASTM C 1330 Type C.

9-06, Structural Steel and Related Materials
April 2, 2012

9-06.5(2) High Strength Bolts
In this section, "AASHTO M 291" is revised to read "ASTM A 563".

9-10, Piling
April 2, 2012

9-10.4 Steel Pile Tips and Shoes
In the first paragraph "ASTMA A 148 Grade 60-90" is revised to read "ASTMA A 148 Grade 90-60".

9-14, Erosion Control and Roadside Planting
April 2, 2012

9-14.3 Fertilizer
The second sentence in the first paragraph is revised to read:

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

9-14.4(2) Hydraulically Applied Erosion Control Products (HECPs)
The fourth row in Table 1 is revised to read:

Heavy Metals	EPA 6020A Total Metals	Antimony – < 4 mg/kg Arsenic – < 6 mg/kg Barium – < 80 mg/kg Boron – < 160 mg/kg Cadmium – < 2 mg/kg Total Chromium – < 4 mg/kg Copper – < 10 mg/kg Lead – < 5 mg/kg Mercury – < 2 mg/kg Nickel – < 2 mg/kg Selenium – < 10 mg/kg Strontium – < 30 mg/kg Zinc – < 30 mg/kg

9-14.4(2)A Long Term Mulch
In the first paragraph, the phrase "within 2 hours of application" is deleted.

9-14.4(4) Wood Strand Mulch
The third paragraph is revised to read:

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

9-14.4(8) Compost
The second paragraph is revised to read:

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

The third paragraph is to read:

> Compost products shall meet the following physical criteria:

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

Fine compost shall meet the following gradation:

Sieve Size	Percent Passing	
	Minimum	Maximum
1"	100	
5/8"	90	100
¼"	75	100

Note Maximum particle length of 4 inches.

Medium compost shall meet the following gradation:

Sieve Size	Percent Passing	
	Minimum	Maximum
1"	100	
5/8"	85	100
¼"	70	85

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

Coarse compost shall meet the following gradation:

Sieve Size	Percent Passing	
	Minimum	Maximum
2"	100	
1"	90	100
¾"	70	100
¼"	40	60

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

2. The pH shall be between 6.0 and 8.5 when tested in accordance with U.S. Composting Council TMECC 04.11-A, "1:5 Slurry pH".

3. Manufactured inert material (plastic, concrete, ceramics, metal, etc.) shall be less than 1 percent by weight as determined by U.S. Composting Council TMECC 03.08-A "Classification of Inerts by Sieve Size".

4. Minimum organic matter shall be 40 percent by dry weight basis as determined by U.S. Composting Council TMECC 05.07A "Loss-On-Ignition Organic Matter Method (LOI)".

5. Soluble salt contents shall be less than 4.0 mmhos/cm when tested in accordance with U.S. Composting Council TMECC 04.10 "Electrical Conductivity."

6. Maturity shall be greater than 80 percent in accordance with U.S. Composting Council TMECC 05.05-A, "Germination and Root Elongation".

7. Stability shall be 7-mg CO2–C/g OM/day or below in accordance with U.S. Composting Council TMECC 05.08-B "Carbon Dioxide Evolution Rate".

8. The compost product shall originate from organic waste as defined in WAC 173 350 as "Type 1 Feedstocks", "Type 2 Feedstocks", and/or "Type 3 Feedstocks". The Contractor shall provide a list of feedstock sources by percentage in the final compost product.

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

9-14.4(8)A Compost Approval
This section's title is revised to read:

9-14.4(8)A Compost Submittal Requirements

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

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

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

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

9-14.5(2) Erosion Control Blanket
The second sentence in the first paragraph is revised to read:

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

9-14.5(4) Geotextile Encased Check Dam
This section including title is revised to read:

9-14.5(4) Check Dams
All materials used for check dams shall be non-toxic and not pose a threat to wildlife when installed.

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

9-14.5(4)A Biodegradable Check Dams
Biodegradable check dams shall meet the following requirements:

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

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

1. Made of natural plant fiber.

2. Netting if present shall be biodegradable.

9-14.5(4)B Non-biodegradable Check Dams
Non-biodegradable check dams shall meet the following requirements:

1. Geotextile materials shall conform to section 9-33 for silt fence.

2. Other such devices that fulfill the requirements of section 9-14.5(4) and shall be approved by the Engineer prior to installation.

9-14.6(1) Description
In item No. C in the fourth paragraph, "22-inch" is revised to read "2-inch".

9-16, Fence and Guardrail
April 2, 2012

9-16.1(1)A Post Material for Chain Link Fence
The last sentence in the last paragraph is deleted.

9-16.1(1)C Tension Wire and Tension Cable
This section including title is revised to read:

9-16.1(1)C Tension Wire
Tension wire shall meet the requirements of AASHTO M 181. Tension wire galvanizing shall be Class 1.

9-16.1(1)D Fittings and Hardware
The last paragraph is deleted.

9-16.1(2) Approval
This section is deleted.

9-16.6(3) Posts
This section is revised to read:

Line posts for Types 1 and 2 glare screens shall be 2 inch inside diameter galvanized steel pipe with a nominal weight of 3.65 pounds per linear foot. End, corner, brace, and pull posts for Type 1 Design A and B and Type 2 shall be 2 ½ inch inside diameter galvanized steel pipe with a nominal weight of 5.79 pounds per linear foot. Intermediate pull posts (braced line posts) shall be as specified for line posts.

The base material for the manufacture of steel pipes used for posts shall conform to the requirements of ASTM A 53, except the weight tolerance on tubular posts shall be applied as provided below.

Posts provided for glare screen will have an acceptance tolerance on the weight per linear foot, as specified, equal to plus or minus 5 percent. This tolerance will apply to each individual post.

All posts shall be galvanized in accordance with AASHTO M 181 Section 32. The minimum average zinc coating is per square foot of surface area. This area is defined as the total area inside and outside. A sample for computing the average of mass of coating is defined as a 12-inch piece cut from each end of the galvanized member.

9-16.6(5) Cable
This section including title is revised to read:

9-16.6(5) Vacant

9-16.6(6) Cable and Tension Wire Attachments
This section including title is revised to read:

> **9-16.6(6) Tension Wire Attachments**
> All tension wire attachments shall be galvanized steel conforming to the requirements of AASHTO M 232 unless otherwise specified. Eye bolts shall have either a shoulder or a back-up nut on the eye end and be provided with an eye nut where needed or standard hex nut and lock washer ⅜-inch diameter for tension wire and of sufficient length to fasten to the type of posts used. Turnbuckles shall be of the shackle end type, ½ inch diameter, with standard take-up of 6 inches and provided with ⅜ inch diameter pins.

9-16.6(9) Fabric Bands and Stretcher Bars
The first paragraph is revised to read:

> Fabric bands shall be ⅛ inch by 1inch nominal. Stretcher bars shall be $^{3}/_{16}$ inch by ¾ inch nominal or $^{5}/_{16}$ inch diameter round bar nominal. A $^{5}/_{16}$ inch diameter round stretcher bar shall be used with Type 1. Nominal shall be construed to be the area of the cross section of the shape obtained by multiplying the specified width by thickness. A variation of minus 5-percent from this theoretical area shall be construed as "nominal" size. All shall be galvanized to meet the requirements of ASTM F 626.

9-20, Concrete Patching Material, Grout, and Mortar
January 2, 2012

9-20.3(3) Grout Type 3 for Unconfined Bearing Pad Applications
This section is revised to read:

> Grout Type 3 shall be a prepackaged material meeting the requirements of ASTM C 928 – Table 1, R2 Concrete or Mortar.

9-20.3(4) Grout Type 4 for Multipurpose Applications
In the third sentence of the first paragraph, the reference "0.40" is revised to read "0.45".

9-23, Concrete Curing Materials and Admixtures
April 2, 2012

9-23.2 Liquid Membrane-Forming Concrete Curing Compounds
In the first paragraph, "moisture loss" is revised to read "water retention".

9-29, Illumination, Signal, Electrical
April 2, 2012

9-29.10(2) Decorative Luminaries
The second sentence in the third paragraph is deleted.

9-29.25 Amplifier, Transformer, and Terminal Cabinets
In item No. 2.C., "Transformer 23.1 to 12.5 KVA" is revised to read "Transformer 3.1 to 12.5 KVA".

9-34, Permanent Marking Material
April 2, 2012

9-34.2 Paint
The second paragraph is revised to read:

> Blue and black paint shall comply with the requirements for yellow paint in Section 9-34.2(4) and Section 9-34.2(5), with the exception that blue and black paints do not need to meet the requirements for titanium dioxide, directional reflectance, and contrast ration.

SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

(******)
The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2012 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 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

(******)
This Contract provides the extension of Piert Road by constructing 1.65 miles of new roadway. The work will include but not be limited to, clearing and grubbing, roadway excavation including haul, embankment compaction, 12 and 84 inch diameter culvert pipe, crushed surfacing aggregates, hot mix asphalt, pavement markings, illumination system and traffic control. Other items of work include demolition of an existing residence, well abandonment, installing cement concrete railroad crossings, seeding, fertilizing, and mulching. All permanent signing will be performed by other. 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.

(******)
County
Where found in these Special Provisions, the terms "County" or "the County" shall be synonymous with the definitions for "Contracting Agency".

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")	10	Furnished automatically upon award.
Contract Provisions	10	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:

(******)
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:

(******)
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 Agency 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:

(******)

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 "SEALED BID - PIERT ROAD EXTENSION, SR 397 TO BOWLES ROAD - CE 1619 CRP" 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:

(******)
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:

(******)
Date Of Opening Bids
Sealed bids are to be received and publicly read at the following locations prior to the time Specified:

The bid opening date for this project is May 14, 2012. Bids received no later than 1:30 p.m. on this date will be publicly opened and read at 2:00 p.m. on this date in the office of the Benton County Public Works Department, Benton County Courthouse, 620 Market St., P.O. Box 1001, 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:

(******)
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 manufacturer 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;
8. Verifiable qualifications for the construction of the Cement Concrete Railroad Crossings as set forth in Section 8-30; or
9. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

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:

(******)
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. Provided by Contractor Surety:
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).

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:

(******)

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:

(******)

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 deleted in its entirety and replaced with the following:

(******)

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.

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.

1-05.9 Equipment

Section 1-05.9 is supplemented with the following:

(******)

Machine Control Grading

General

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

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

Equipment

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

Construction

Contracting Agency Responsibilities

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

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

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

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

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

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

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

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

   a. Machine Control Surface Model Files:
      - LandXML format

   b. Alignment Data Files
      - LandXML format

4. The Engineer may perform spot checks of the Contractor's machine control grading results, surveying calculations, records, field procedures, and actual staking. If the Engineer determines that the work is not being performed in a manner that will assure accurate results, the Engineer may order the Contractor to redo such work, to the

requirements of the contract documents, at no additional cost to the Contracting Agency.

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

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

Contractor's Responsibilities

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

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

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

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

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

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

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

    a. Horizontal; ±0.03 feet

    b. Vertical; ±0.03 feet

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

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

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

1-05.11 Final Inspection
Delete this section and replace it with the following:

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

1-05.11(1) Substantial Completion Date

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

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

1-05.11(3) Operational Testing

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

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

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

1-05.13 Superintendents, Labor and Equipment of Contractor
(March 25, 2009 APWA GSP)
Revise the seventh paragraph to read:

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

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 APWA 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.

1-06 CONTROL OF MATERIAL

1-06.1 Source of Supply and Quality of Materials
Section 1-06.1 is supplemented with the following:

(******)
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.

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:

(******)

Prevention of Environmental Pollution and Preservation of Public Natural Resources

The Contractor shall comply with the following environmental provisions which are made a part of the Contract documents. A copy of the environmental provisions is available to the Contractor at the Project Engineer's office.

If the Contractor's operations involve work outside the areas covered by the following environmental provisions, the Contractor shall advise the Engineer and request a list of all additional environmental provisions covering the area involved. A copy of all additional environmental provisions is also available to the Contractor at the Project Engineer's office.

State Environmental Policy Act (SEPA) Checklist
Environmental Classification Summary
Limited Cultural Resources Survey
Phase 1 Environmental Assessment
Good Faith Asbestos Inspection

(******)

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.

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).

(March 13, 1995)
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) apply.

1-07.6 Permits and Licenses

Section 1-07.6 is supplemented with the following:

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

1-07.9 Wages

Section 1-07.9 is supplemented with the following:

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:

Natural Gas Cascade Natural Gas 200 N. Union St. Kennewick, WA 99336 Contact: Ron Coffel (509) 240-5887	**Phone Company** Frontier Communications 4916 West Clearwater Ave. Kennewick, WA 99336 Contact: Greg Goodwin (509) 736-3720
Natural Gas Williams Northwest Pipeline 606 South Oregon Ave. Pasco, WA 99301 Contact: Rob Fleming (509) 544-9216	**Irrigation District** Columbia Irrigation District (CID) 10 E. Kennewick, Ave. Kennewick, WA 99336 Contact: Russ Pelleberg (509) 586-6118
Power Company Benton PUD 2721 West 10th Ave. Kennewick, WA 99336 Contact: Jeff Vasahlo (509) 585-5390	**United States Army Corps of Engineers** Walla Walla District Natural Resources Pasco Shop Contact: Mark Mckenchie (509) 547-4220
Cable Company Charter Communications 639 Kellogg St. Kennewick, WA 99336 Contact: Dean Kelley (509) 222-2665	

(******)
The Contractor shall call the Utilities Underground Location Center (811) or 1-800-424-5555 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.

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.

1-07.23 Public Convenience and Safety

(April 2, 2007)
Work Zone Clear Zone

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

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

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

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

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

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

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

* or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

(******)
The Contractor shall maintain traffic access to the Agrium facilities at all times during construction. Coordinate all work which may impact access to the facility with the following facility manager:

Chris Sonnichsen
KFO Plant Manager
227515 E. Bowles Road
Kennewick, WA 99337

Office: (509) 586-5430
Fax: (509) 586-5440

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

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

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

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

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

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted on 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 Contracting Agency shall be given 48 hours notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

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

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

(******)
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 Contractor may elect to work a 10 hour a day, 4-day work week in compliance with 49.28.060 RCW. The normal straight time 8 hour or 10 hour working period for the Contract shall be established at the preconstruction conference or prior to the Contractor commencing the work. All subcontractors shall conform to the daily working period as established by the Contractor.

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 the established normal work 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.

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

1-08.5 Time For Completion

(March 13, 1995)

Section 1-08.5 is supplemented with the following:

This project shall be physically completed within *** 90 *** working days.

1-08.7 Maintenance During Suspension

(October 1, 2005 APWA GSP)

Revise the second paragraph to read:

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

1-09 MEASUREMENT AND PAYMENT

1-09.8 Payment for Material on Hand

The last paragraph of Section 1-09.8 is revised to read:

(August 3, 2009)
The Contracting Agency will not pay for material on hand when the invoice cost is less than $2,000. As materials are used in the work, credits equaling the partial payments for them will be taken on future estimates. Each month, no later than the estimate due date, the Contractor shall submit a letter to the Project Engineer that clearly states: 1) the amount originally paid on the invoice (or other record of production cost) for the items on hand, 2) the dollar amount of the material incorporated into each of the various work items for the month, and 3) the amount that should be retained in material on hand items. If work is performed on the items and the Contractor does not submit a letter, all of the previous material on hand payment will be deducted on the estimate. Partial payment for materials on hand shall not constitute acceptance. Any material will be rejected if found to be faulty even if partial payment for it has been made.

1-09.9 Payments
(June 27, 2011)

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.

1-10, TEMPORARY TRAFFIC CONTROL

1-10.2 Traffic Control Management

1-10.2(1), General

(December 1, 2008)
Section 1-10.2(1) is supplemented with the following:

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:

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

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

The American Traffic Safety Services Association
15 Riverside Parkway, Suite 100
Fredericksburg, Virginia 22406-1022
Training Dept. Toll Free (877) 642-4637
Phone: (540) 368-1701

1-10.4 Measurement

Section 1-10.4 is supplemented with the following:

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

The bid proposal contains the item "Project Temporary Traffic Control," lump sum and the additional temporary traffic control items listed below. The provisions of Section 1-10.4(1), Section 1-10.4(3), and Section 1-10.5(3) shall apply.

*** "Construction Signs Class A" ***

(******)
Measurement for Type III Barricades, the signs attached to them and any necessary traffic delineating devises will be measured on a lump sum basis under the "Temporary Traffic Control Devices" item in the Bid Proposal.

1-10.5 Payment

Section 1-10.5 is supplemented with the following:

(******)
"Temporary Traffic Control Devices", per lump sum.
The lump sum Contract price for "Temporary Traffic Control Devices" shall be full pay to provide all labor, materials and equipment to furnish, install, maintain and remove the temporary traffic control devices.

DIVISION 2
EARTHWORK

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 limits of the roadways, Benton County right-of-way and other limits that are shown on the Plans. Right-of-ways, 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 the 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 and related items.

The Contracting Agency estimates *** 19 *** acres will require clearing and grubbing.

2-01.3 Construction Requirements

2-01.3(2) Grubbing

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

(******)
All tree roots shall be removed to a minimum depth of 3 feet below the existing ground elevation.

2-01.4 Measurement

Section 2-01.4 is supplemented with the following:

(******)
Tree removal will be measured per each tree removed of the size range based on the tree diameter as listed in the Bid Proposal. Tree diameters will be based on a Diameter at Breast Height (DBH).

Trees removed with a DBH diameter of less than 5 inches in diameter shall not be measured for payment and will be included in the lump sum measurement for "Clearing and Grubbing".

2-01.5 Payment

Section 2-01.5 is supplemented with the following:

(******)

"Removing Trees __ In Diam. to __ In. Diam." Per each.

The unit Contract price per each for "Tree Removal __ In. Diam. to __ In. Diam." Shall be full pay to provide for all labor, material and equipment for removal and disposal of the tree, stump, roots, limbs and branches.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.3 Construction Requirement

Section 2-02.3 is supplemented with the following:

(******)

Removal of Structures and Obstruction include:

- Removal of abandoned irrigation pivot foundation located in the vicinity of Sta P 603+00
- Removal of rail elements and wood ties at Sta P 614+00 RT and LT.

Removal of the rail elements and wood ties shall include stockpiling of the items at a site coordinated with the Agrium facility staff. Agrium contact information is as follows:

Chris Sonnichsen	Office:	(509) 586-5430
KFO Plant Manager	Fax:	(509) 586-5440
227515 E. Bowles Road		
Kennewick, WA 99337		

Fence Removal

Fencing shall be removed where shown in the Plans. The steel fence panels removed in the vicinity of Sta P 603+00 RT shall be stockpiled on the property immediately on the other side of the Benton County right-of-way at the location of the fence panels.

All materials from removed structures and obstructions except those specified to remain and be stockpiled shall become the property of the Contractor.

(September 8, 1997)

2-02.3(3) Removal of Pavement, Sidewalks, and Curbs

Section 2-02.3(3) is supplemented with the following:

The approximate thickness of the ***Asphalt Concrete*** Pavement is *** 2 to 3 inches at the intersection of Piert Road and Lechelt Road, 1-1/2 to 2-1/2 inches on Cochran Road and 3 to 4 inches on Bowles Road***.

2-02.4 Measurement

Section 2-02.4 is supplemented with the following:

(September 8, 1997)
Pavement removal will be measured by the square yard.

(October 25, 1999)
Sidewalk removed will be measured by the square yard.

(******)
Cement concrete curb and gutter removed will be measured by the linear foot.

Fence removed will be measured by the linear foot and will include fence post removal.

2-02.5 Payment

(September 30, 1996)
"Removing ***Asphalt Concrete *** Pavement", per square yard.

(November 3, 1999)
"Removing *** Cement Concrete *** Sidewalk", per square yard.

(******)
"Removing Cement Concrete Curb and Gutter", per linear foot.

"Removing Fence", per linear foot.
The unit Contract price per linear foot for "Removing Fence" shall be full pay to provide all labor, material and equipment to complete the work. Pay shall include all fence and post removal, backfill and compaction, and any stockpiling of fencing as require by these specifications.

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.3 Construction Requirements

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 B.

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

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

(******)
All channels, drainage swales and ditches constructed as part of this project will be considered part of the roadway, and included under Roadway Excavation Incl. Haul.

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 Engineer's 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.

A separate measurement will not be made for construction of the earth berms where shown in the plans. All associated cost to construct the berms shall be included in the item "Embankment Compaction" in the Bid Proposal.

2-07 WATERING

2-07.3 Construction Requirements

Section 2-07.3 is supplemented with the following:

(******)
A source of water for construction of this project has not been provided by the Owner. 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.

2-07.4 and 2-07.5 Measurement and Payment
Sections 2-07.4 and 2-07.5 are supplemented with the following:

(******)
A separate measurement for payment will not be made for furnishing water for construction on this project. All associated costs for furnishing water for construction shall be included in the related items in the Bid Proposal.

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 5
SURFACE TREATMENTS AND PAVEMENTS

5-04 HOT MIX ASPHALT

5-04.2 Materials
Section 5-04.2 is supplemented with the following:

(January 3, 2011)
EASL's
The number of EASL's for the design and acceptance of HMA shall be *** 1.5 *** million.

5-04.3 Construction Requirements
5-04.3(7)A Mix Design
(March 10, 2010 APWA GSP)
Delete this section and replace it with the following;

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

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

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

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

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

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

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

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

4. Prior to the first day of paving, six Ignition Furnace Calibration Samples shall be obtained to calibrate the Ignition Furnaces used for acceptance testing of the HMA.

Calibration samples shall be provided by the Contractor when directed by the Engineer. Calibration samples shall be prepared in accordance with WSDOT SOP 728.

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

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

Delete these sections and replace them with the following:

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

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

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

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

Delete this section and replace it with the following:

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

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

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

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

Delete this section and replace it with the following:

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

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

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

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

Delete this section.

5-04.4 Measurement
Section 5-04.4 is supplemented with the following:

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

5-04.5 Payment
Section 5-05 is supplemented with the following:

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

"HMA Cl. ___ PG ___"
"HMA for Approach Cl. ___ PG ___"
"HMA for Preleveling Cl. ___ PG ___"
"HMA for Pavement Repair Cl. ___ PG ___"
"Commercial HMA"

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

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

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

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

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

Adjustments will be based on the most current reference cost for Western Washington or Eastern Washington as posted on the Agency website, depending on where the work is

performed. For work completed after all authorized working days are used, the adjustment will be based on the posted reference cost during which contract time was exhausted. The adjustment will be calculated as follows:

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

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

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

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

"Asphalt Cost Price Adjustment", by calculation.

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

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

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

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

Table of Price Adjustment Factors

Constituent	**Factor "f"**
All aggregate passing: 1 ½", 1", ¾", ½", 3/8" and No. 4 sieves	2
All aggregate passing No. 8	3
All aggregate passing No. 16	3
All aggregate passing No. 30	3
All aggregate passing No. 50	3
All aggregate passing No. 100	3
All aggregate passing No. 200 sieve	20
Asphalt binder	52

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

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

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

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

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

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

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

Delete this section and replace it with the following:

The maximum CPF of a compaction lot is 1.00

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

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

7-02 CULVERTS

7-02.3 Construction Requirements

Section 7-02.3 is supplemented with the following:

(******)

Corps of Engineers Drain Bypass System

The drain channel in the vicinity of STA 650+75 where the 84 inch diameter culvert pipe is to be construct has a year round flow. The Contractor shall construct a drain bypass system to allow for construction of the culvert. The Contractor shall submit a design plan for transferring water around the culvert pipe construction area which will eliminate drain water from entering the work area. The design plan shall be stamped by a professional engineer licensed in the State of Washington and include all assumptions and calculations for the basis of the design.

7-02. 4 Measurement

Section 7-02.4 is supplemented with the following:

(******)

The Corps of Engineer drain bypass system will be measured on a lump sum basis.

A separate measurement will not be made for the quarry spalls and crushed surfacing base course and related excavation and disposal of excavated materials to construct the bedding for 84 inch culvert pipe. All associated costs for furnishing and placing the quarry spalls and crushed surfacing base course and related excavation and disposal of excavated materials shall be included in the item "Plain St. Culv. Pipe 0.109 In. Th. 84 In. Diam." in the Bid Proposal.

7-02.5 Payment

Section 7-02.5 is supplemented with the following:

(******)

Payment for drain bypass system will be paid for as lump sum. The lump sum contract price shall be full compensation for all labor, materials and equipment for both design and construction of the bypass system.

7-08 GENERAL PIPE INSTALLATION REQUIREMENTS

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. 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.

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.

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.

7-08.4 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.

7-08.5 Payment
Section 7-08.5 is supplemented with the following:

(******)
"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

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.2 Material
Section 8-01.2 is supplemented with the following:

(******)

Temporary Silt Curtain	As shown in the Plans

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

(******)

Temporary Silt Curtain

The Contractor shall construct temporary silt curtain where shown in the Plan and where directed by the Engineer. The temporary silt curtain shall be constructed in accordance with the details in the Plans.

8-01.3(1) General

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

(******)

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

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

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

(******)

The Contracting Agency will initially seek coverage for this project under the Department of Ecology's Construction Stormwater General Permit. The permit coverage will be transferred to the Contractor's responsibility for reporting, documentation, inspection and maintenance of best management practices (BMP's), applicable permit renewal fees, permit termination, and any other activities required for compliance with the permit. This responsibility shall begin as soon as the contract is executed, and shall continue until the permit is appropriately terminated by the

contractor. All reports, including the notice of termination, shall be copied to the Contracting Agency within 24 hours of being completed.

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

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

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

Fertilizer

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

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

Pot Ash – **5** pounds per acre.

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

The fertilizer formulation/rate and seed application rate shall be applied first with a tracer of wood cellulose fiber mulch. The application rate for the wood cellulose

fiber mulch shall be 100 pounds per acre. The wood cellulose fiber mulch shall be on the current WSDOT Qualified Products List.

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

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

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

(******)
Measurement for temporary silt curtain will be by the linear foot.

A separate measurement will not be made for activities required for compliance with the Department of Ecology Construction Stormwater General Permit. All associated cost shall be included in the item "ESC Lead" in the Bid Proposal.

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

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

(******)
"Temporary Silt Curtain", per linear foot.
The unit Contract price per linear foot for "Temporary Silt Curtain" shall be full pay to provide all labor, materials and equipment to furnish, install, maintain and remove the silt curtain.

"Seeding, Fertilizing and Mulching", per acre.

8-03 IRRIGATION SYSTEMS

8-03.1 Description
Section 8-03.1 is supplemented with the following:

(******)
The work shall consist of constructing irrigation sleeve pipes, removing and capping existing pressurized irrigation risers and plugging existing irrigation pipe.

8-03.2 Materials

Section 8-03.2 is supplemented with the following:

(******)

Irrigation sleeve pipe	Plains steel culvert pipe 0.064 inch thick, meeting the requirements of 9-05.4
Irrigation sleeve pipe cap	Galvanized steel or PVC
Irrigation sleeve pipe marker	2" X 4" commercially available metal framing stud inner lined with 2" X 4" pressure treated wood lumber.
Cement concrete for pipe plugging	Commercial concrete Cl 3000.
Irrigation riser cap	Caps shall be of type to provide water tight seal on a pressure pipe as approved by the Engineer.

8-03.3 Construction Requirements

Section 8-03.3 is supplemented with the following:

Irrigation Sleeve Pipe

Where shown in the Plans and directed by the Engineer, the Contractor shall construct irrigation sleeve pipe for future use. The sleeve pipe shall be constructed in accordance with Section 7-02 and Section 7-08. The ends of the sleeve pipe shall be capped and marked with a metal post inner lined with pressure treated lumber. The wood inner liner shall be attached to the metal marker post with outdoor rated wood fasteners a minimum of 1 inch long, placed 1 foot on center. The metal marker shall extend from the invert of the capped sleeve to 1.5 feet above finished ground elevation. The metal marker post shall be paint by the Contractor, color to be as directed by be Engineer.

Remove and Cap Existing Irrigation Risers

Where shown in the Plans the Contractor shall expose, cut, and cap existing vertical irrigation risers. The Contractor shall excavate the area around the riser, exposing its connection point with the irrigation mainline pipe. The riser pipe shall be cut to a point immediately above the mainline pipe to a height which will allow for placing the water tight cap. The excavated area shall be backfilled and compacted to 90 percent of the maximum in accordance with 2-03(14)D.

Plug Existing Irrigation Pipe and Risers

Where shown in the Plans, the Contractor shall plug existing ends of irrigation mainline pipe and expose, cut, plug existing vertical irrigation risers. The open end of the mainline irrigation pipes shall be plugged in accordance with Section 7-08.3(4). The Contractor shall excavate the area around the riser, exposing its connection point with the irrigation mainline pipe. The riser pipes shall be cut to a point immediately above the mainline pipe and plugged to the satisfaction of the Engineer. The excavated area shall be backfilled and compacted to 90 percent of the maximum in accordance with 2-03(14)D.

8-03.4 Measurement

Section 8-03.4 is supplemented with the following:

(******)

Irrigation sleeve pipe will be measured by the linear foot. Measurement will be along the invert of the constructed sleeve pipe.

Removal and capping of existing irrigation risers will be measured on a per each basis.

Plugging of existing irrigation pipe and risers will be on a per each basis. A separate measurement will not be made for plugging pipe ends and riser pipes of different size diameters.

8-03.5 Payment

Section 8-03.5 is supplemented with the following:

(******)

"Corrugated Metal Pipe, 12 In. Diam. For Sleeve", per linear foot.

The unit Contract price per linear foot for "Corrugated Metal Pipe, 12 In. Diam. For Sleeve" shall be full pay to provide all labor, materials and equipment to complete the item to include pipe construction, pipe cap and pipe end marker installation and all other related work.

"Irrigation Riser Removal", per each.

The unit Contract price per each for "Irrigation Riser Removal" shall be full pay to provide all labor, materials and equipment to complete the item to include excavation, cutting and capping the riser and backfill, compaction and all other related work.

"Plugging Existing Irrigation Pipe"

The unit Contract price per each for "Plugging Existing Irrigation Pipe" shall be full pay to provide all labor, materials and equipment to complete the item to include excavation, cutting and plugging the riser pipe, backfill, compaction and all other related work.

8-14 CEMENT CONCRETE SIDEWALKS

8-14.1 Description

Section 8-14.1 is supplemented with the following:

(******)

The work shall consist of placing detectable warning surface on asphalt concrete pavement.

8-14.2 Materials

Section 8-14.2 is supplemented with the following:

(******)

Detectable warning surface for asphalt concrete pavement surfaces	Self-adhesive or "glue-down" type, with truncated domes meeting the requirements of the American with Disability Act (ADA). Surface area shall be yellow and shall match Federal Standard 595, color number 33538. The detectable warning surface shall be compatible for placement on asphalt concrete pavement surfaces.

8-14.3 Construction Requirements

Section 8-14.3 is supplemented with the following:

(******)

Detectable Warning Surface

Where shown in the Plans, the Contractor shall place detectable warning surface on asphalt concrete pavement. The detectable warning surface shall be installed in accordance with the manufacturer's instructions. A copy of the manufacturer's installation instructions shall be submitted to the Engineer as part of the materials submittal.

8-15 RIPRAP

8-15.5 Payment

Add the following to the description for payment for Quarry Spalls:

(******)

Payment shall also include all additional excavation and disposal of excavated materials for placement of the quarry spalls.

8-22 PAVEMENT MARKING

8-22.2 Materials

Section 8-22.2 is supplemented with the following:

(******)

Paint for pavement markings shall be either Low VOC Solvent Base or Low VOC Waterborne meeting the requirements of Section 9-34.

Plastic for stop line: Type B – Pre-formed Fused Thermoplastic meeting the requirements of Section 9-34.3(2)

Plastic for traffic arrows, railroad crossing, and bike rider symbols: Type B – Pre-formed Fused Thermoplastic meeting the requirements of Section 9-34.3(2)

8-22.3 Construction Requirements

Section 8-22.3 is supplemented with the following:

(******)

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

8-22.5 Payment

Section 8-22.5 is supplemented with the following:

(******)

"Plastic Bike Rider Symbol", per each.

(******)

8-27 WELL MONITORING AND ABANDONMENT

8-27.1 Description

The work shall consist of monitoring the water quality of an existing well and the abandonment of existing wells.

8-27.3 Construction Requirements

Well Monitoring

The Contractor shall test the water quality at the residence located at 41204 So. Piert Road (vicinity of Sta 592+00 LT.). The Contractor shall coordinate with the property owner, Mr. Torres Rebledo, for the location to take the water samples.

Water samples shall be tested for:

- Nitrates
- Bacteria
- Turbidity
- Water level

Testing shall be conducted by the same testing laboratory for the duration of the project.

Testing shall be conducted under the following frequency schedule:

- 1 test Immediately prior to the start of construction;
- 1 test 30 calendar days after the initial test and 1 test every 30 calendar days thereafter during construction;
- 1 test within 5 working days after the date of substantial completion.

All tests results shall be submitted to the Engineer within 1 working day of their receipt by the Contractor.

Well Abandonment
The existing wells located in the vicinity of Sta P 602+91 RT and Sta 637+50 shall be abandoned in accordance with WAC 173-160-415.

The well logs provided in Appendix A were obtained from the Department of Ecology website and the Engineer cannot guarantee the accuracy of the logs.

8-27.4 Measurement

Well monitoring will be measured on a lump sum basis.

Well abandonment will be measured on a per each basis.

8-27.5 Payment

"Well Monitoring", per lump sum.
The Contract lump sum price for "Well Monitoring" shall be full pay to provide all labor, materials, and equipment to complete the work as specified to include water sampling, testing and submitting test reports to the Engineer.

"Well Abandonment" per each.
The Contract price per each for "Well Abandonment" shall be full pay to provide all labor, materials and equipment to complete the work as specified.

(******)

8-28 COCHRAN ROAD CLOSURE

8-28.1 Description

The work shall consist of constructing a permanent road closure in accordance with the Plans and these Specifications.

8-28.2 Materials

End-Of-Road Markers	As shown in the Plans, meeting the requirements of Section 9-28 and the MUTCD.
Sign Post	1-1" X 1-34" square, perforated, galvanized welded steel tubing, 12 gauge. Telespar® or approved equal.
Sign Base	2" X 2" X 18" square, perforated, galvanized welded steel tubing, 12 gauge. Telespar® or approved equal.
Fasteners	Rivet-type.

8-28.3 Construction Requirements

The Contractor shall construct the Cochran Road closure in accordance with the Plans. Asphalt pavement removed shall not be allowed to be used to construct the closure berm. End-of-Road Markers shall be post mounted a minimum of 4-feet above the existing pavement surface.

The Contractor shall maintain the integrity of the fence where the property access is realigned. The fence access shall be relocated as shown in the plans after the access has been realigned.

8-28.4 Measurement

Cochran Road closure will be measured on a lump sum basis.

8-28.5 Payment

"Cochran Road Closure", per lump sum.
The Contract price per lump sum for "Cochran Road Closure" shall be full pay to provide all labor, materials and equipment to complete the work to include pavement removal and disposal, ditch excavation, berm construction, sign installations, property access road realignment and fence relocation.

8-29 RESIDENTIAL DEMOLITION

8-29.1 Description

The work shall consist of demolishing a residence, adjacent improvements and related features as identified in the Plans and these Specifications.

8-29.3 Construction Requirements

Residential Demolition and Disposal
All materials, cement concrete, vegetation, trees, fencing, fence posts, tree stumps, landscape blocks, retaining wall, mail box and related items removed as part of the residential demolition shall become the property of the Contractor and shall be properly disposed of at Contractor provide waste site.

Heating Fuel Tank Removal
Where shown in the Plans, the Contractor shall remove the existing above ground heating fuel storage tank. Removal and disposal of any remaining contents in the tank and the tank shall be in accordance with all local, state and federal requirements.

Asbestos Removal and Disposal
The Phase 1 Environmental Site Assessment dated September 23, 2009 and Good Faith Asbestos Inspection dated April 5, 2011 identifies the presence of asbestos containing materials within the residential structure. The Contractor shall remove, transport and dispose of these materials in accordance with all local, state and federal requirements.

Backfill
Areas of excavation required for demolish and removal of concrete footing, tree stumps and other features shall be backfilled and compacted to 90 percent of the maximum density in accordance with Section 2-03.3(14)D.

8-29.4 Measurement
Section 8-29.4 is supplemented with the following:

Residential demolition will be measured on a lump sum basis.

8-29.5 Payment
Section 8-29.5 is supplemented with the following:

"Residential Demolition and Disposal", per lump sum.
The lump sum Contract price for "Residential Demolition and Disposal", shall be full pay to provide all labor, materials, and equipment to complete the work as specified.

8-30 CEMENT CONCRETE RAILROAD CROSSING

8-30.1 Description

The work shall consist of constructing two separate pre-cast cement concrete railroad crossings in accordance with the Plans and these Specifications.

8-30.2 Materials

All materials for construction of the railroad crossings shall be as shown in the Plans.

8-30.3 Construction Requirements

Railroad Crossing Construction Experience
The Contractor constructing the pre-cast cement concrete railroad crossings shall have experience of constructing similar type on-grade railroad crossing within the past 5 years. The apparent low bidder shall submit prior to award verifiable evidence of the required experience to include name of project, Contracting Agency, year completed, and contact name and telephone number.

Railroad Crossing Construction Coordination
Construction on the railroad crossings shall be coordinated with the Agrium facility staff.

Chris Sonnichsen
KFO Plant Manager
227515 E. Bowles Road
Kennewick, WA 99337

Office: (509) 586-5430
Fax: (509) 586-5440

8-30.4 Measurement

Cement concrete railroad crossing will be measured on a lump sum basis at the described location in the Bid Proposal.

8-30.5 Payment

"Cement Conc. Railroad Crossing Complete – South", per lump sum.
"Cement Conc. Railroad Crossing Complete – North", per lump sum.

The lump sum Contract price for the cement concrete railroad crossing shall be full pay to provide all labor, material and equipment to complete the work as specified Payment shall include all coordination, removal and reuse of existing rail elements, excavation, ballast, compaction, concrete crossing panels, rubber inserts, new hardwood crossties, end deflectors and related work.

(******)

8-31 ADJUST GAS VALVE BOX

8-31.1 Description

The work shall consist of adjusting an existing gas valve box to final finish grade.

8-31.2 Materials

Cement concrete for valve box collar	Commercial Cl 3000
HMA for final valve box adjustment	Commercial HMA

8-31.3 Construction Requirements

Where shown in the Plan, the Contractor shall adjust the existing gas valve box to final finish grade after completion of HAM paving. The Contractor shall retain and protect the valve box during construction. The Contractor shall reference the valve box location should it be necessary to remove the upper portion and lid of the box to facilitate construction. Final adjustment shall be in accordance with the Plans.

8-31.4 Measurement

Adjustment of the gas valve box will be measured on a per each basis.

8-31.5 Payment

"Adjust Gas Valve Box", per each.
The unit Contract price per each for "Adjust Gas Valve Box" shall be full pay to provide all labor, material and equipment to complete the work as specified.

DIVISION 9
MATERIALS

9-03 AGGREGATES

9-03.8 Aggregates for Hot Mix Asphalt

9-03.8(7), HMA Tolerances and Adjustments

Item 1 is deleted and replaced with:

(******)

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

	Non-statistical Evaluation	Commercial Evaluation
Aggregate, percent passing 1", ¾", ½", and 3/8" sieves	±6%	±8%
U.S. No. 4 sieve	±6%	±8%
U.S. No. 8 sieve	±4%	±8%
U.S. No. 16 sieve	±4%	±8%
U.S. No. 30 sieve	±4%	±8%
U.S. No. 50 sieve	±4%	±8%
U.S. No. 100 sieve	±4%	±8%
U.S. No. 200 sieve	±2.0%	±3.0%
Asphalt Binder	±0.5%	±0.7%

VMA	1.5% below minimum value in 9-03.8(2)
VFA	min. and max. as listed in 9-03.8(2)
Va	2.5% minimum and 5.5% maximum

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

Appendices
(January 2, 2012)

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

APPENDIX A:

Well Logs

APPENDIX B:

WSDOT Standard Plans

The Plans provided in Appendix B are those most common to the project and are not inclusive of all made part of this Contract in accordance with the following Standard Plans.

Standard Plans
January 9, 2012

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 09-013, effective January 2, 2012 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

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

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

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

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

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.....8/7/07
A-10.20-00.....10/5/07
A-10.30-00.....10/5/07
A-20.10-00.....8/31/07
A-30.10-00.....11/8/07
A-30.15-00.....11/8/07
A-30.30-01.....6/16/11
A-30.35-00.....10/12/07
A-40.00-00.....8/11/09
A-40.10-02.....6/2/11
A-40.15-00.....8/11/09
A-40.20-00.....9/20/07
A-40.50-01.....6/2/11
A-50.10-00.....11/17/08
A-50.20-01.....9/22/09
A-50.30-00.....11/17/08
A-50.40-00.....11/17/08
A-60.10-01.....10/14/09
A-60.20-02.....6/2/11
A-60.30-00.....11/8/07
A-60.40-00.....8/31/07

B-5.20-01.....6/16/11
B-5.40-01.....6/16/11
B-5.60-01.....6/16/11
B-10.20-00.....6/1/06
B-10.40-00.....6/1/06
B-10.60-00.....6/8/06
B-15.20-00.....6/1/06
B-15.40-00.....6/1/06
B-15.60-00.....6/1/06
B-20.20-01.....11/21/06
B-20.40-02.....6/10/08
B-20.60-02.....6/10/08
B-25.20-00.....6/8/06
B-25.60-00.....6/1/06
B-30.10-00.....6/8/06
B-30.20-01.....11/21/06
B-30.30-00.....6/1/06
B-30.40-00.....6/1/06
B-30.50-00.....6/01/06
B-30.70-02.....6/16/11
B-30.80-00.....6/8/06
B-30.90-01.....9/20/07
B-35.20-00.....6/8/06
B-35.40-00.....6/8/06
B-40.20-00.....6/1/06
B-40.40-01.....6/16/10
B-45.20-00.....6/1/06
B-45.40-00.....6/1/06
B-50.20-00.....6/1/06
B-55.20-00.....6/1/06
B-60.20-00.....6/8/06
B-60.40-00.....6/1/06
B-65.20-00.....6/1/06
B-65.40-00.....6/1/06
B-70.20-00.....6/1/06
B-70.60-00.....6/1/06
B-75.20-01.....6/10/08
B-75.50-01.....6/10/08
B-75.60-00.....6/8/06
B-80.20-00.....6/8/06
B-80.40-00.....6/1/06
B-82.20-00.....6/1/06
B-85.10-01.....6/10/08
B-85.20-00.....6/1/06
B-85.30-00.....6/1/06
B-85.40-00.....6/8/06
B-85.50-01.....6/10/08
B-90.10-00.....6/8/06
B-90.20-00.....6/8/06
B-90.30-00.....6/8/06
B-90.40-00.....6/8/06
B-90.50-00.....6/8/06
B-95.20-01.....2/3/09
B-95.40-00.....6/8/06

C-1.....6/16/11
C-1a.....10/14/09
C-1b.....6/16/11
C-1c.....5/30/97
C-1d.....10/31/03
C-2.....1/6/00
C-2a.....6/21/06
C-2b.....6/21/06
C-2c.....6/21/06
C-2d.....6/21/06
C-2e.....6/21/06
C-2f.....3/14/97
C-2g.....7/27/01
C-2h.....3/28/97
C-2i.....3/28/97
C-2j.....6/12/98
C-2k.....7/27/01
C-2n.....7/27/01
C-2o.....7/13/01
C-2p.....10/31/03
C-3.....6/27/11
C-3a.....10/4/05
C-3b.....6/27/11
C-3c.....6/27/11
C-4b.....6/8/06
C-4e.....2/20/03
C-4f.....6/16/11

C-5.....6/16/11
C-6.....5/30/97
C-6a.....10/14/09
C-6c.....1/6/00
C-6d.....5/30/97
C-6f.....7/25/97
C-7.....6/16/11
C-7a.....6/16/11
C-8.....2/10/09
C-8a.....7/25/97
C-8b.....6/27/11
C-8e.....2/21/07
C-8f.....6/30/04
C-10.....6/3/10
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-15a.....7/3/08
C-15b.....7/3/08
C-16a.....6/3/10
C-16b.....6/3/10

C-20.14-01.....10/14/09
C-20.15-00.....10/14/09
C-20.18-00.....10/14/09
C-20.19-00.....10/14/09
C-20.40-02.....6/16/11
C-20.42-02.....6/16/11
C-20.45.00.....6/16/11
C-22.14-02.....6/16/11
C-22.16-02.....6/16/11
C-22.40-02.....6/16/10
C-22.45.00.....6/16/11
C-23.60-01.....10/14/09
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-2.04-00.....11/10/05
D-2.06-01.....1/6/09
D-2.08-00.....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-2.32-00.....11/10/05
D-2.34-01.....1/6/09
D-2.36-02.....1/6/09
D-2.42-00.....11/10/05
D-2.44-00.....11/10/05
D-2.60-00.....11/10/05

D-2.48-00.....11/10/05
D-2.64-01.....1/6/09
D-2.66-00.....11/10/05
D-2.68-00.....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-3.11-00……6/16/10

D-3.16-00……6/16/11
D-4.....12/11/98
D-6.....6/19/98
D-10.10-01.....12/2/08
D-10.15-01.....12/2/08
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.....12/2/08
D-10.45-01.....12/2/08
D-15.10-01.....12/2/08
D-15.20-02.....6/2/11

D-2.62-00.....11/10/05
D-2.46-00.....11/10/05

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

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

G-10.10-00.....9/20/07
G-20.10-00.....9/20/07
G-22.10-01.....7/3/08
G-24.10-00.....11/8/07
G-24.20-00.....11/8/07
G-24.30-00.....11/8/07
G-24.40-01.....12/2/08
G-24.50-00.....11/8/07

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

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

J-1f.....6/23/00
J-3.....8/1/97
J-3b.....3/4/05
J-3c.....6/24/02
J-3d.....11/5/03
J-7c.....6/19/98
J-10.....7/18/97
J-10.10-01.....5/11/11
J-12.....2/10/09
J-15.15-00.....6/16/10

D-3.17-00.....6/16/11
D-3.15-00.....6/16/11

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

F-10.62-01.....9/05/07
F-10.64-02.....7/3/08
F-30.10-01.....6/3/10
F-40.12-01.....6/3/10
F-40.14-01.....6/3/10

G-24.60-01.....6/16/11
G-25.10-02.....6/27/11
G-30.10-01.....6/16/11
G-50.10-00.....11/8/07
G-60.10-01.....6/27/11
G-60.20-01.....6/27/11
G-60.30-01.....6/27/11
G-70.10-01.....6/27/11

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

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

J-21.20-00.....10/14/09
J-22.15-00.....10/14/09
J-22.16-01.....6/3/10
J-26.10-01.....6/27/11
J-26.15-00.....6/16/10
J-28.10-01.....5/11/11
J-28.22-00.....8/07/07
J-28.24-00.....8/07/07
J-28.26-01.....12/02/08
J-28.30-02.....6/27/11

D-15.30-01.....12/02/08

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REQUIRED CONTRACT PROVISIONS - STATE DEPARTMENT OF LABOR AND INDUSTRIES

Chapter 39.12 RCW
PREVAILING WAGES ON PUBLIC WORKS