

CONTRACT PROVISIONS AND PLANS

For Construction of:

TRAVIS ROAD

Sellards Road to Henson Road

CE 1773 CRP

Fed. Aid. No.: STPR-A031(004)

Benton County, Washington

**BENTON COUNTY
DEPARTMENT OF PUBLIC WORKS**



Bid No.: CB 13-12

OFFICE OF THE COUNTY ENGINEER
BENTON COUNTY

NOTICE TO ALL PLANHOLDERS

Sealed bids for C.E. 1773 CRP – TRAVIS ROAD – SELLARDS RD TO HENSON RD., 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, Friday, May 24, 2013. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME. Bids are to be opened on Friday, May 24, 2013, at 2:00 p.m., Local Time, in the Public Works office of the Benton County Courthouse, 620 Market St., Prosser, Washington. Contractor's Bid Proposal shall include the complete Proposal, consisting of ten (10) pages, plus Proposal Bond form, and be enclosed in a sealed envelope marked, "BID FOR TRAVIS ROAD".

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

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

Informational copies of maps, plans, and specifications are on file for inspection in the Office of the County Engineer, Benton County Courthouse, Prosser, Washington. The complete set of bid documents may be purchased at a non-refundable cost of \$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.

The following is applicable to federal aid projects:

"Benton County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award."

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.



Approved as to form:



Deputy Prosecuting Attorney

4/25/13

Date

4/25/2013

INDEX TO PROJECT PROVISIONS

AMENDMENTS TO THE STANDARD SPECIFICATIONS

	<u>PAGE</u>
INTRODUCTION	1
SECTION 1-01, DEFINITIONS AND TERMS August 6, 2012.....	1 - 2
SECTION 1-02, BID PROCEDURES AND CONDITIONS January 2, 2012.....	2
SECTION 1-03, AWARD AND EXECUTION April 2, 2012.....	2
SECTION 1-05, CONTROL OF WORK August 6, 2012.....	2
SECTION 1-06, CONTROL OF MATERIAL January 7, 2013.....	2 - 3
SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITES TO THE PUBLIC April 1, 2013.....	3 - 5
SECTION 1-08, PROSECUTION AND PROGRESS April 1, 2013.....	5
SECTION 1-09, MEASUREMENT AND PAYMENT April 1, 2013.....	5 - 6
SECTION 5-04, HOT MIX ASPHALT April 1, 2013.....	6 - 7
SECTION 6-02, CONCRETE STRUCTURES January 7, 2013.....	7 - 8
SECTION 7-02, CULVERTS August 6, 2012.....	8 - 9
SECTION 7-08, GENERAL PIPE INSTALLATION REQUIREMENTS August 6, 2012.....	9
SECTION 8-01, EROSION CONTROL AND WATER POLLUTION CONTROL January 7, 2013.....	9 - 13
SECTION 8-02, ROADSIDE RESTORATION August 6, 2012.....	13
SECTION 8-12, CHAIN LINK FENCE AND WIRE April 2, 2012.....	14 - 15

AMENDMENTS TO THE STANDARD SPECIFICATIONS

Cont.

	<u>PAGE</u>
SECTION 8-22, PAVEMENT MARKING	
January 7, 2013.....	15 - 16
SECTION 9-05, DRAINAGE STRUCTURES, CULVERTS, AND CONDUITS	
January 7, 2013.....	16 - 19
SECTION 9-14, EROSION CONTROL AND ROADSIDE PLANTING	
August 6, 2012.....	19 - 22
SECTION 9-16, FENCE AND GUARDRAIL	
September 17, 2012.....	23 - 24

SPECIAL PROVISIONS

	<u>PAGE</u>
DIVISION 1, GENERAL REQUIREMENTS	
DESCRIPTION OF WORK.....	25 - 26
SECTION 1-01, DEFINITIONS AND TERMS	
1-01.3, DEFINITIONS.....	26 - 27
SECTION 1-02, BID PROCEDURES AND CONDITIONS	
1-02.1, PREQUALIFICATION OF BIDDERS.....	28
1-02.2, PLANS AND SPECIFICATIONS.....	28
1-02.4, EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK.....	28 - 29
1-02.5, PROPOSAL FORMS.....	29
1-02.6, PREPARATION OF PROPOSAL.....	29 - 30
1-02.7, BID DEPOSIT.....	30
1-02.9, DELIVERY OF PROPOSAL.....	30 - 31
1-02.10, WITHDRAWING, REVISING, OR SUPPLEMENTING PROPOSAL.....	31
1-02.12, PUBLIC OPENING OF PROPOSALS.....	31
1-02.13, IRREGULAR PROPOSALS.....	31 - 32
1-02.14, DISQUALIFICATION OF BIDDERS.....	32 - 35
1-02.15, PRE AWARD INFORMATION.....	35 - 36
SECTION 1-03, AWARD AND EXECUTION OF CONTRACT	
1-03.1, CONSIDERATION OF BIDS.....	36
1-03.3, EXECUTION OF CONTRACT.....	36 - 37
1-03.4, CONTRACT BOND.....	37 - 38
SECTION 1-04, SCOPE OF WORK	
1-04.2, COORDINATION OF CONTRACT DOCUMENTS, PLANS, SPECIAL PROVISIONS, SPECIFICATIONS, AND ADDENDA.....	38
SECTION 1-05, CONTROL OF WORK	
1-05.4, CONFORMITY WITH AND DEVIATIONS FROM PLANS AND STAKES.....	38
1-05.7, REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK.....	39

SPECIAL PROVISIONS

Cont.

	<u>PAGE</u>
1-05.9, MACHINE CONTROL GRADING.....	39 - 41
1-05.11, FINAL INSPECTION	42 - 43
1-05.13, SUPERINTENDENTS, LABOR AND EQUIPMENT OF CONTRACTOR	43
1-05.14, COOPERATION WITH OTHER CONTRACTORS.....	43 - 44
1-05.16, WATER AND POWER	44
1-05.17, ORAL AGREEMENTS	44
SECTION 1-06, CONTROL OF MATERIAL	
BUY AMERICA	44 - 45
SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC	
1-07.1, LAWS TO BE OBSERVED.....	45 - 46
1-07.2, SALES TAX	46 - 47
1-07.6, PERMITS AND LICENSES	47 - 48
1-07.7, LOAD LIMITS	48
1-07.9, WAGES	48 - 49
1-07.11, REQUIREMENTS FOR NONDISCRIMINATION.....	49 - 57
1-07.11, DISADVANTAGED BUSINESS ENTERPRISE CONDITION OF AWARD.....	57 - 69
1-07.12, FEDERAL AGENCY INSPECTION	69
1-07.13, CONTRACTORS RESPONSIBILITY OF WORK.....	70
1-07.17, UTILITIES AND SIMILAR FACILITIES.....	70 - 71
1-07.18, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.....	71 - 73
1-07.23, PUBLIC CONVENIENCE AND SAFETY.....	73 - 74
1-07.24, RIGHTS OF WAY	74 - 75
SECTION 1-08, PROSECUTION AND PROGRESS	
1-08.0, PRELIMINARY MATTERS.....	75 - 76
1-08.1, SUBCONTRACTING	76 - 78
1-08.3, GENERAL REQUIREMENTS	78
1-08.4, PROSECUTION OF WORK.....	78 - 79
1-08.5, TIME FOR COMPLETION	79
1-08.7, MAINTENANCE DURING SUSPENSION.....	80
SECTION 1-09, MEASUREMENT AND PAYMENT	
1-09.8, PAYMENT FOR MATERIAL ON HAND.....	80
1-09.9, PAYMENTS.....	80 - 81
1-09.13, CLAIMS RESOLUTION	81 - 82
SECTION 1-10, TEMPORARY TRAFFIC CONTROL	
1-10.1, GENERAL	82
1-10.2, TRAFFIC CONTROL MANAGEMENT.....	82
1-10.4, MEASUREMENT	82 - 83
DIVISION 2, EARTHWORK	
SECTION 2-01, CLEARING, GRUBBING, AND ROADSIDE CLEANUP	
2-01.1, DESCRIPTION.....	83

SPECIAL PROVISIONS

Cont.

	<u>PAGE</u>
SECTION 2-02, REMOVAL OF STRUCTURES AND OBSTRUCTIONS	
2-02.3, CONSTRUCTION REQUIREMENTS	83
2-02.4, MEASUREMENT	83 - 84
2-02.5, PAYMENT	84
SECTION 2-03, ROADWAY EXCAVATION AND EMBANKMENT	
2-03.1, DESCRIPTION	84
2-03.3, CONSTRUCTION REQUIREMENTS	84
2-03.4, MEASUREMENT	84 - 85
SECTION 2-07, WATERING	
2-07.4, MEASUREMENT	85
2-07.5, PAYMENT	85
DIVISION 3, PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING	
COUNTY FURNISHED MATERIAL SOURCE	85
DIVISION 5, SURFACE TREATMENTS AND PAVEMENTS	
SECTION 5-04, HOT MIX ASPHALT	
5-04.2, MIX DESIGN	86
5-04.3, CONSTRUCTION REQUIREMENTS	86 - 90
5-04.4, MEASUREMENT	90
5-04.5, PAYMENT	90 - 92
DIVISION 7, DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS	
SECTION 7-02, CULVERTS	
7-02.4, MEASUREMENT	92
7-02.5, PAYMENT	92 - 93
DIVISION 8, MISCELLANEOUS CONSTRUCTION	
SECTION 8-01, EROSION CONTROL AND WATER POLLUTION CONTROL	
8-01.3, CONSTRUCTION REQUIREMENTS	93 - 94
8-01.4, MEASUREMENT	94
8-01.5, PAYMENT	94 - 95
SECTION 8-02, ROADSIDE RESTORATION	
8-02.1, DESCRIPTION	95
8-02.3, CONSTRUCTION REQUIREMENTS	95
8-02.4, MEASUREMENT	96
8-02.5, PAYMENT	96

SPECIAL PROVISIONS

Cont.

	<u>PAGE</u>
SECTION 8-21, PERMANENT SIGNING	
8-21.1, DESCRIPTION.....	96
8-21.3, CONSTRUCTION REQUIREMENTS.....	96
SECTION 8-22, PAVEMENT MARKING	
8-22.3, CONSTRUCTION REQUIREMENTS.....	96 - 97
 DIVISION 9, MATERIALS	
SECTION 9-03, AGGREGATES	
9-03.8, AGGREGATES FOR HOT MIX ASPHALT	97
 STANDARD PLANS	
April 1, 2013	98 - 107

APPENDICES

- A. REQUIRED CONTRACT PROVISIONS - STATE DEPARTMENT OF LABOR & INDUSTRIES
- B. REQUIRED CONTRACT PROVISIONS – FEDERAL AID CONSTRUCTION CONTRACTS
 FHWA-1273 – Revised May 1, 2012

PROPOSAL, ETC.

PROPOSAL (10 Pages)
PROPOSAL BOND
PREVAILING MINIMUM HOURLY WAGE RATES - STATE OF WASHINGTON
FEDERAL WAGE DETERMINATION – WA 130001 Modification 11

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.

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

1-01.3 Definitions

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

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

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

The part of the Structure *above*:

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

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

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

Superstructures include, but are not limited to, the bottom slab and webs of box girders, the bridge deck and diaphragms of all bridges, and the sidewalks when shown on the bridge deck. The Superstructure also includes the girders, expansion joints, bearings, barrier, and railing attached to

the Superstructure when such Superstructure components are not otherwise covered by separate unit measured or lump sum bid items.

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

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

1-02.4(2) Subsurface Information

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

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

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

1-03.1(1) Tied Bids

This section's title is revised to read:

1-03.1(1) Identical Bid Totals

Section 1-05, Control of Work
August 6, 2012

1-05.13(1) Emergency Contact List

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

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

Section 1-06, Control of Material
January 7, 2013

1-06.1(4) Fabrication Inspection Expense

The first paragraph is revised to read:

In the event the Contractor elects to have items fabricated beyond 300 miles from Seattle, Washington, the Contracting Agency will deduct from payment due the Contractor costs to perform fabrication inspection on the following items:

- Bridge Bearings (Cylindrical, Disc, Fabric Pad, Pin, Pendulum, Rocker, and Spherical)
- Cantilever Sign Structures and Sign Bridges
- Epoxy-Coated Reinforcing Steel
- Metal Bridge Railing and Handrail
- Modular Expansion Joints
- Painted Piling and Casing
- Painted and Powder-Coated Luminaire and Signal Poles
- Precast Concrete Catch Basins, Manholes, Inlets, Drywells, and Risers
- Precast Concrete Drain, Perforated Underdrain, Culvert, Storm Sewer, and Sanitary Sewer Pipe
- Precast Concrete Three Sided Structures
- Precast Concrete Junction Boxes, Pull Boxes, Cable Vaults, Utility Vaults, and Box Culverts
- Precast Concrete Traffic Barrier
- Precast Concrete Marine Pier Deck Panels
- Precast Concrete Floor Panels
- Precast Concrete Structural Earth Walls, Noise Barrier Walls, and Wall Stem Panels
- Precast Concrete Retaining Walls, including Lagging Panels
- Prestressed Concrete Girders and Precast Bridge Components
- Prestressed Concrete Piles
- Seismic Retrofit Earthquake Restrainers
- Soldier Piles
- Steel Bridges and Steel Bridge Components
- Steel Column Jackets
- Structural Steel for Ferry Terminals, including items such as Dolphins, Wingwalls, and Transfer Spans
- Treated Timber and Lumber 6-inch by 6-inch or larger
- Timber
- Additional items as may be determined by the Engineer

The footnote below the table is revised to read:

- * An inspection day includes any calendar day or portion of a calendar day spent by one inspector inspecting, on standby, or traveling to and from a place of fabrication. An additional cost per inspection day will be assessed for each additional inspector. Reimbursement will be assessed at \$280.00 per day for weekends and holidays for each on site inspector in travel status, but not engaged in inspection or travel activities when fabrication activities are not taking place.

**Section 1-07, Legal Relations and Responsibilities to the Public
April 1, 2013**

1-07.1 Laws to be Observed

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

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

1-07.9(2) Posting Notices

This section is revised to read:

Notices and posters shall be placed in areas readily accessible to read by employees. The Contractor shall ensure the following are posted:

1. EEOC - P/E-1 (revised 11/09) - Equal Employment Opportunity is THE LAW published by US Department of Labor. Post for projects with federal-aid funding
2. FHWA-1022 (revised 11/11) - NOTICE Federal-Aid Project published by Federal Highway Administration (FHWA). Post for projects with federal-aid funding
3. WH 1321 (revised 04/09) - Employee Rights under the Davis-Bacon Act published by US Department of Labor. Post for projects with federal-aid funding
4. WHD 1088 (revised 07/09) - Employee Rights under the Fair Labor Standards Act published by US Department of Labor. Post on all projects
5. WHD - 1420 (revised 01/09) - Employee Rights and Responsibilities under The Family and Medical Leave Act published by US Department Of Labor. Post on all projects
6. WHD-1462 (revised 01/12) – Employee Polygraph Protection Act published by US Department of Labor. Post on all projects
7. F416-081-909 (revised 12/12) - Job Safety and Health Law published by Washington State Department of Labor and Industries. Post on all projects
8. F242-191-909 (revised 12/12) - Notice to Employees published by Washington State Department of Labor and Industries. Post on all projects
9. F700-074-909 (revised 12/12) - Your Rights as a Worker in Washington State by Washington State Department of Labor and Industries (L&I). Post on all projects
10. EMS 9874 (revised 04/12) - Unemployment Benefits published by Washington State Employee Security Department. Post on all projects
11. Post one copy of the approved “Statement of Intent to Pay Prevailing Wages” for the Contractor, each Subcontractor, each lower tier subcontractor, and any other firm (Supplier, Manufacturer, or Fabricator) that falls under the provisions of RCW 39.12 because of the definition of “Contractor” in WAC 296-127-010
12. Post one copy of the prevailing wage rates for the project

1-07.9(5) Required Documents

Item number 2. In the first paragraph is revised to read:

2. A copy of an approved “Affidavit of Prevailing Wages Paid”, State L&I’s form number F700-007-000. The Contracting Agency will not grant Completion until all approved Affidavit of

Wages paid for Contractor and all Subcontractors have been received by the Project Engineer. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until all of the "Affidavit of Prevailing Wages Paid" forms have been approved by State L&I and a copy of all the approved forms have been submitted to the Engineer.

1-07.14 Responsibility for Damage

The fifth paragraph is revised to read:

Pursuant to RCW 4.24.115, if such claims, suits, or actions result from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the Contractor or the Contractor's agent or employees, the indemnity provisions provided in the preceding paragraphs of this Section shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of its agents and employees.

1-07.15 Temporary Water Pollution/Erosion Control

The third paragraph is deleted.

Section 1-08, Prosecution and Progress

April 1, 2013

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.

1-08.5 Time for Completion

The last paragraph in this section is supplemented with the following:

- e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors

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.

Section 1-09, Measurement and Payment

April 1, 2013

1-09.1 Measurement of Quantities

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

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

1-09.2(5) Measurement

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

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

1-09.6 Force Account

In item No. 3. **For Equipment**, the last sentence in the third sub-paragraph is revised to read:

In the event that prior quotations are not obtained and the vendor is a firm independent from the Contractor or Subcontractor, then after-the-fact quotations may be obtained by the Engineer from the open market in the vicinity and the lowest such quotation may be used in place of submitted invoice.

**Section 5-04, Hot Mix Asphalt
April 1, 2013**

5-04.2 Materials

The following material reference is deleted from this section:

Blending Sand 9-03.8(4)

The fourth paragraph is revised to read:

The grade of asphalt binder shall be as required by the Contract. Blending of asphalt binder from different sources is not permitted.

5-04.3(7)A1 General

This section is supplemented with the following:

The Contractor shall include the brand and type of anti-stripping additive in the mix design submittal and provide certification from the asphalt binder manufacture that the anti-stripping additive is compatible with the crude source and formulation of asphalt binder proposed in mix design.

5-04.3(7)A3 Commercial Evaluation

The second sentence in the second paragraph is deleted.

5-04.3(10)B3 Longitudinal Joint Density

The section including title is revised to read:

5-04.3(10)B3 Vacant

5-04.3(11)D General

The last sentence in the first paragraph is deleted.

5-04.3(12) Traverse Joints

In the second paragraph "planning" is revised to read "planing".

5-04.3(20) Anti-Stripping Additive

This section is revised to read:

Anti-stripping additive shall be added to the liquid asphalt by the asphalt supplier prior to shipment to the asphalt mixing plant. For HMA accepted by statistical and nonstatistical evaluation the anti-stripping additive shall be added in the amount designated in the WSDOT mix design/anti-strip evaluation report provided by the Contracting Agency. For HMA accepted by commercial evaluation the Project Engineer will determine the amount of anti-strip to be added; paving shall not begin before the anti-strip requirements have been provided to the Contractor.

5-04.4 Measurement

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

HMA Cl. ____ PG ____, HMA for ____ Cl. ____ PG ____, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture.

The last paragraph is deleted.

5-04.5 Payment

The bid item "Longitudinal Joint Density Price Adjustment", by calculation and paragraph following bid item are deleted.

Section 6-02, Concrete Structures

January 7, 2013

6-02.3(2) Proportioning Materials

The Lean Concrete value in the column "Minimum Cementitious Content (pounds)" in the table titled "Cementitious Requirement for Concrete" is revised to read:

****145

The following new note is inserted after the note "**** No maximum specified" in the table titled "Cementitious Requirement for Concrete":

****Maximum of 200 pounds

The paragraph following the table "Cementitious Requirements for Concrete" is revised to read:

When both ground granulated blast furnace slag and fly ash are included in the concrete mix, the total weight of both these materials is limited to 40 percent by weight of the total cementitious material for concrete Class 4000D and 4000A, and 50 percent by weight of the total cementitious material for all other classes of concrete.

6-02.3(2)B Commercial Concrete

The second paragraph is revised to read:

Where concrete Class 3000 is specified for items such as, culvert headwalls, plugging culverts, concrete pipe collars, pipe anchors, monument cases, Type PPB, PS, I, FB and RM signal standards, pedestals, cabinet bases, guardrail anchors, fence post footings, sidewalks, curbs, and gutters, the Contractor may use commercial concrete. If commercial concrete is used for sidewalks, curbs, and gutters, it shall have a minimum cementitious material content of 564 pounds per cubic yard of concrete, shall be air entrained, and the tolerances of Section 6-02.3(5)C shall apply.

6-02.3(2)D Lean Concrete

This section is revised to read:

Lean concrete shall meet the cementitious requirements of Section 6-02.3(2) and have a maximum water/cement ratio of 2.

6-02.3(4)A Qualification of Concrete Suppliers

The first paragraph is revised to read:

Batch Plant Prequalification requires a certification by the National Ready Mix Concrete Association (NRMCA). Information concerning NRMCA certification may be obtained from the NRMCA at 900 Spring Street, Silver Springs, MD 20910 or online at www.nrmca.org. The NRMCA certification shall be valid for a 2-year period from the date of certificate. The following documentation shall be submitted to the Project Engineer; a copy of the current NRMCA Certificate of Conformance, the concrete mix design(s) (WSDOT Form 350-040), along with copies of the truck list, batch plant scale certification, admixture dispensing certification, and volumetric water batching devices (including water meters) verification.

6-02.3(5)G Sampling and Testing Frequency for Temperature, Consistency, and Air Control

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

Sampling shall be performed in accordance with WSDOT FOP for WAQTC TM 2 and random samples shall be selected in accordance with WSDOT TM 716.

Section 7-02, Culverts

August 6, 2012

7-02.2 Materials

Note 3 in the table titled, "Culvert Pipe Schedules" is revised to read:

³Polypropylene pipe, 12 inch to 30 inch diameters approved for Schedule A and Schedule B, 36 inch to 60 inch diameters approved for Schedule A only.

7-02.5

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

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

7-03.3(5) Headwalls

This section is supplemented with the following:

When aluminum pipe or pipe arch is in contact with cement concrete, two coats of paint shall be applied in accordance with Section 7-08.3(2)D.

Section 7-08, General Pipe Installation Requirements

August 6, 2012

7-08.3(2)D Pipe Laying – Steel or Aluminum

The following new sentence is inserted after the first sentence in the second paragraph:

The paint shall cover all the surface in contact with the concrete and extend one inch beyond the point of contact.

Section 8-01, Erosion Control and Water Pollution Control

January 7, 2013

8-01.2 Materials

The first paragraph is revised to read:

Materials shall meet the requirements of the following sections:

Corrugated Polyethylene Drain Pipe	9-05.1(6)
Quarry Spalls	9-13
Seed	9-14.2
Fertilizer	9-14.3
Mulch and Amendments	9-14.4
Tackifiers	9-14.4(7)
Erosion Control Devices	9-14.5
High Visibility Fence	9-14.5
Construction Geotextile	9-33

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

This section including title is revised to read:

8-01.3(2)E Tackifiers

Tackifiers 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. Tackifier shall be mixed and applied in accordance with the manufacturer's recommendations.

Soil Binding Using Polyacrylamide (PAM) – The PAM shall be applied on bare soil completely dissolved and mixed in water or applied as a dry powder. Dissolved PAM shall be applied at a rate of not more than $\frac{2}{3}$ pound per 1,000 gallons of water per acre. A minimum of 200 pounds per acre of Short-Term Mulch shall be applied with the dissolved PAM. Dry powder applications may be at a rate of 5 pounds per acre using a hand-held fertilizer spreader or a tractor-mounted spreader.

PAM shall be applied only to areas that drain to completed sedimentation control BMPs in accordance with the TESC Plan. PAM may be reapplied on actively worked areas after a 48-hour period.

PAM shall not be applied during rainfall or to saturated soils

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(3) Placing Erosion Control Blanket

This section including title is revised to read:

8-01.3(3) Placing Biodegradable Erosion Control Blanket

Biodegradable Erosion Control Blankets are used as an erosion prevention device and to enhance the establishment of vegetation. Erosion control blankets shall be installed according to the manufacturer's recommendations.

Seeding and fertilizing shall be done prior to blanket installation.

Select erosion control blanket material for an area based on the intended function: slope or ditch stabilization, and site specific factors including soil, slope gradient, rainfall, and flow exposure. Erosion Control Blankets shall not be used on slopes or in ditches that exceed the manufacturer's recommendations.

8-01.3(4) Placing Compost Blanket

The first paragraph is revised to read:

Compost blanket shall be placed to a depth of 3 inches over bare soil. Compost blanket shall be placed prior to seeding or other planting. An organic tackifier shall be placed over the entire

composted area when dry or windy conditions are present or expected before the final application of mulch or erosion control blanket. The tackifier shall be applied immediately after the application of compost to prevent compost from leaving the composted area.

8-01.3(5) Placing Plastic Covering

The second and third paragraphs are revised to read:

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

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

8-01.3(6) Check Dams

This section is revised to read:

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

8-01.3(6)A Geotextile-Encased Check Dam

This sections content including title is deleted.

8-01.3(6)B Quarry Spall Check Dam

This sections content including title is deleted.

8-01.3(6)C Sandbag Check Dam

This sections content including title is deleted.

8-01.3(6)D Wattle Check Dam

This sections content including title is deleted.

8-01.3(6)E Coir Log

This sections title is revised to read:

8-01.3(6)A Coir Log

8-01.3(7) Stabilized Construction Entrance

The first paragraph is revised to read:

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

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

The first paragraph is revised to read:

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

8-01.3(9)C Straw Bale Barrier

This section including title is revised to read:

8-01.3(9)C Vacant

8-01.3(11) Vacant

This section including title is revised to read:

8-01.3(11) Outlet Protection

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

8-01.3(13) Temporary Curb

This section is revised to read:

Temporary curbs shall divert or redirect water around erodible soils.

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

8-01.4 Measurement

The third paragraph is revised to read:

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

The ninth paragraph is deleted.

The twelfth paragraph (after the preceding amendment is applied) is revised to read:

Seeding, fertilizing, liming, mulching, mowing, and tackifier will be measured by the acre by ground slope measurement or through the use of design data

This section is supplemented with the following:

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

8-01.5 Payment

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

The bid item "___Erosion Control Blanket", per square yard is deleted.

The bid item "Soil Binder or Tacking Agent", per acre is deleted.

This section is supplemented with the following:

"Outlet Protection", per each.

The unit Contract price per each for "Outlet Protection" shall be full payment for all costs incurred to complete the Work.

"Tackifier", per acre.

The unit Contract price per acre for "Tackifier" shall be full payment for all costs incurred to complete the Work.

"Biodegradable Erosion Control Blanket", per square yard.

The unit Contract price per square yard for "Biodegradable Erosion Control Blanket" shall be full pay for all costs to complete the specified Work.

8-02, Roadside Restoration

August 6, 2012

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

8-02.3(4)C Topsoil Type C

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

8-02.3(8) Planting

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

1. Non-Irrigated Plant Material

West of the summit of the Cascade Range - October 1 to March 1.

East of the summit of the Cascade Range - October 1 to November 15.

8-02.5 Payment

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

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

Section 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.

8-12.5 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 paragraph following the item “Wire Fence Type ____”, per linear foot is revised to read

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.

Section 8-22, Pavement Marking January 7, 2013

8-22.3(3)D Line Applications

The last paragraph is supplemented with the following:

Grooved line pavement marking shall not be constructed on bridge decks or on bridge approach slabs.

8-22.3(6) Removal of Pavement Markings

The following two new sentences are inserted after the first sentence:

Grinding to remove painted markings is not allowed. Grinding to remove plastic marking is allowed to a depth just above the pavement surface, then water blasting or shot blasting shall be required to remove the remaining markings.

8-22.4 Measurement

The items "Painted Wide Line" and "Plastic Wide Line" are deleted from the fourth paragraph.

The sixth paragraph is revised to read:

Diagonal lines used to delineate parking stalls that are constructed of painted or plastic 4-inch lines will be measured as "Paint Line" or "Plastic Line" by the linear foot of line installed. Crosswalk line will be measured by the square foot of marking installed.

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

Crosshatch markings used to delineate median and gore areas will be measured by the completed linear foot as "Painted Crosshatch Marking" or "Plastic Crosshatch Marking".

The measurement for "Painted Crosshatch Marking" and for "Plastic Crosshatch Marking" will be based on the total length of each 8-inch or 12-inch wide line installed.

8-22.5 Payment

The bid items "Painted Wide Line", per linear foot and "Plastic Wide Line", per linear foot are deleted from this section.

This section is supplemented with the following two new bid items:

"Painted Crosshatch Marking", per linear foot.

"Plastic Crosshatch Marking", per linear foot.

The following new paragraph is inserted after the last bid item in this section:

The unit Contract price for the aforementioned Bid items shall be full payment for all costs to perform the Work as described in Section 8-22.

Section 9-05, Drainage Structures, Culverts, and Conduits January 7, 2013

9-05.0 Acceptance by Manufacturer's Certification

This section including title is revised to read:

9-05.0 Acceptance and Approval of Drainage Structures, and Culverts

The Drainage Structure or Culvert may be selected from the Qualified Products List, or submitted using a Request for Approval of Materials (RAM) in accordance with Section 1-06.

Certain drainage materials may be accepted by the Engineer based on a modified acceptance criteria when materials are selected from the Qualified Products List (QPL). The modified acceptance criteria are defined in the QPL for each material.

9-05.1(6) Corrugated Polyethylene Drain Pipe, Couplings, and Fittings (Up to 10 Inch)

This section is supplemented with the following:

Corrugated polyethylene drain pipe manufacturers shall participate in the National Transportation Product Evaluation Program (NTPEP) work plan for HDPE (High Density Polyethylene) Thermoplastic Pipe and be listed on the NTPEP audit website displaying they are NTPEP compliant.

9-05.1(7) Corrugated Polyethylene Drain Pipe, Couplings, and Fittings (12 Inch Through 60 Inch)

This section is supplemented with the following:

Corrugated polyethylene drain pipe manufacturers shall participate in the National Transportation Product Evaluation Program (NTPEP) work plan for HDPE (High Density Polyethylene) Thermoplastic Pipe and be listed on the NTPEP audit website displaying they are NTPEP compliant.

9-05.2(7) Perforated Corrugated Polyethylene Underdrain Pipe (Up to 10 Inch)

This section is supplemented with the following:

Perforated corrugated polyethylene underdrain pipe manufacturers shall participate in the National Transportation Product Evaluation Program (NTPEP) work plan for HDPE (High Density Polyethylene) Thermoplastic Pipe and be listed on the NTPEP audit website displaying they are NTPEP compliant.

9-05.2(8) Perforated Corrugated Polyethylene Underdrain Pipe (12-Inch Through 60 Inch Diameter Maximum), Couplings, and Fittings

This section is supplemented with the following:

Perforated corrugated polyethylene underdrain pipe manufacturers shall participate in the National Transportation Product Evaluation Program (NTPEP) work plan for HDPE (High Density Polyethylene) Thermoplastic Pipe and be listed on the NTPEP audit website displaying they are NTPEP compliant.

9-05.19 Corrugated Polyethylene Culvert Pipe, Couplings, and Fittings

The word “producer” is revised to read “manufacturer”.

The second paragraph is revised to read:

Joints for corrugated polyethylene culvert pipe shall be made with either a bell/bell or bell and spigot coupling and shall incorporate the use of a gasket conforming to the requirements of ASTM D 1056 Type 2 Class B Grade 3 or ASTM F 477. All gaskets shall be factory installed on the coupling or on the pipe by the qualified manufacturer.

This section is supplemented with the following:

Corrugated polyethylene culvert pipe manufacturers shall participate in the National Transportation Product Evaluation Program (NTPEP) work plan for HDPE (High Density Polyethylene) Thermoplastic Pipe and be listed on the NTPEP audit website displaying they are NTPEP compliant.

9-05.20 Corrugated Polyethylene Storm Sewer Pipe, Couplings, and Fittings

The word “producer” is revised to read “manufacturer”.

The first paragraph is revised to read:

Corrugated polyethylene storm sewer pipe, couplings, and fittings shall meet the requirements of AASHTO M 294 Type S or D. The maximum pipe diameter for corrugated polyethylene storm sewer pipe shall be the diameter for which a manufacturer has submitted. Fittings shall be blow molded, rotational molded, or factory welded.

This section is supplemented with the following:

Corrugated polyethylene culvert pipe manufacturers shall participate in the National Transportation Product Evaluation Program (NTPEP) work plan for HDPE (High Density Polyethylene) Thermoplastic Pipe and be listed on the NTPEP audit website displaying they are NTPEP compliant.

9-05.24 Polypropylene Culvert Pipe, Polypropylene Storm Sewer Pipe, and Polypropylene Sanitary Sewer Pipe

This sections content is deleted and replaced with the following:

All joints for polypropylene pipe shall be made with a bell/bell or bell and spigot coupling and shall conform to ASTM D 3212 using elastomeric gaskets conforming to ASTM F 477. All gaskets shall be factory installed on the pipe in accordance with the producer’s recommendations.

Qualification for each producer of polypropylene storm sewer pipe requires joint system conformance to ASTM D 3212 using elastomeric gaskets conforming to ASTM F 477 and a formal quality control plan for each plant proposed for consideration.

A Manufacturer’s Certificate of Compliance shall be required and shall accompany the materials delivered to the project. The certificate shall clearly identify production lots for all materials represented. The Contracting Agency may conduct verification tests of pipe stiffness or other properties it deems appropriate.

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

9-05.24(1) Polypropylene Culvert Pipe and Storm Sewer Pipe

Polypropylene culvert and storm sewer pipe shall conform to the following requirements:

1. For dual wall pipe sizes up to 30 inches: ASTM F2736. .
2. For triple wall pipe sizes from 30 to 60 inches: ASTM F2764.
3. For dual wall profile pipe sizes 36 to 60 inches: AASHTO MP 21, Type S or Type D.
4. Fittings shall be factory welded, injection molded or PVC.

9-05.24(2) Polypropylene Sanitary Sewer Pipe

Polypropylene sanitary sewer pipe shall conform to the following requirements:

1. For pipe sizes up to 30 inches: ASTM F2736.
2. For pipe sizes from 30 to 60 inches: ASTM F2764.
3. Fittings shall be factory welded, injection molded or PVC.

**Section 9-14, Erosion Control and Roadside Planting
August 6, 2012**

9-14.3 Fertilizer

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

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

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

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

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

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

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

9-14.4(2)A Long Term Mulch

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

9-14.4(4) Wood Strand Mulch

The last sentence in the second paragraph is deleted.

This section is supplemented with the following new paragraph:

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

9-14.4(8) Compost

The second paragraph is revised to read:

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

The third paragraph is to read:

Compost products shall meet the following physical criteria:

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

Fine compost shall meet the following gradation:

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

Note Maximum particle length of 4 inches.

Medium compost shall meet the following gradation:

Sieve Size	Percent Passing	
	Minimum	Maximum
1"	100	
5/8"	85	100
1/4"	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
3/4"	70	100
1/4"	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(1) Polyacrylamide (PAM)

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

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

9-14.5(2) Erosion Control Blanket

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

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

9-14.5(4) Geotextile Encased Check Dam

This section including title is revised to read:

9-14.5(4) Check Dams

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

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

9-14.5(4)A Biodegradable Check Dams

Biodegradable check dams shall meet the following requirements:

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

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

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

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

Non-biodegradable check dams shall meet the following requirements:

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

9-14.6(1) Description

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

Section 9-16, Fence and Guardrail
September 17, 2012

9-16.1(1)A Post Material for Chain Link Fence

The first paragraph is revised to read:

Except as noted otherwise, post material shall conform to the requirements of AASHTO M 181, Type 1 (zinc-coated steel), Grade 1 or 2, and shall include all round and roll-formed material (line posts, brace posts, end posts, corner posts, and pull posts).

The last sentence in the fourth 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 second sentence in the first paragraph is deleted.

The last paragraph is deleted.

9-16.1(2) Approval

This section is deleted.

9-16.2(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 $\frac{3}{8}$ -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, $\frac{1}{2}$ inch diameter, with standard take-up of 6 inches and provided with $\frac{3}{8}$ inch diameter pins.

9-16.6(9) Fabric Bands and Stretcher Bars

The first paragraph is revised to read:

Fabric bands shall be $\frac{1}{8}$ inch by 1 inch nominal. Stretcher bars shall be $\frac{3}{16}$ inch by $\frac{3}{4}$ inch nominal or $\frac{5}{16}$ inch diameter round bar nominal. A $\frac{5}{16}$ 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.

SPECIAL PROVISIONS

TRAVIS ROAD; CE 1773 CRP
Sellards Road to Henson Road
BENTON COUNTY, WASHINGTON

INTRODUCTION TO THE SPECIAL PROVISIONS

(July 31, 2007 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 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 either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

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

(May 18, 2007 APWA GSP) An APWA GSP

(August 7, 2006 GSP) A WSDOT GSP

(***)** The project-specific Special Provisions are labeled as such.

Also incorporated into the Contract Documents by reference are:

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

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

DIVISION 1 GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(March 13, 1995 GSP)

This contract consists of the improvement of 3.16 miles of Travis Road from Sellards Road North to Henson Road by clearing, grubbing, pulverizing the existing pavement, excavation, embankment, culvert pipe installation, crushed surfacing, paving with HMA C1 ½ inch PG 70-28, erosion control, pavement

markings and other work. All work shall be in accordance with the attached Contract Plans, these Contract Provisions, the Standard Specifications, and Standard Plans.

SECTION 1-01, DEFINITIONS AND TERMS

1-01.3, Definitions

(March 8, 2013 APWA GSP)

Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with the following:

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, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, 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.

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, 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”.

All references to “final contract voucher certification” shall be interpreted to mean the final payment form established by the Contracting Agency.

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 Bid 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 Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Business Day

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

Contract Bond

The definition in the Standard Specifications for “Contract Bond” applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

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.

Notice of Award

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency’s acceptance of the Bid Proposal.

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.

SECTION 1-02, BID PROCEDURES AND CONDITIONS

1-02.1, Prequalification of Bidders

Delete this Section and replace it with the following:

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

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

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")	***5***	Furnished automatically upon award.
Contract Provisions	***5***	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

1-02.4(2), Subsurface Information *(March 8, 2013 APWA GSP)*

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

The Summary of Geotechnical Conditions and the boring logs, if and when included as an appendix to the Special Provisions, shall be considered as part of the Contract.

Section 1-02.4(2) is supplemented with the following:

(January 2, 2012 GSP)

The soils information used for study and design of this project is available for review by the bidder at the following locations:

Located on the internet at www.co.benton.wa.us – on the Public Works Department’s page (under Projects-Travis) or at the Public Works Office, located in the Courthouse, 620 Market Street, Prosser, Washington.

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.

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
(October 1, 2005 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

If so stated in the Contract Provisions, cash will not be accepted for a 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 form which is included as part of the Proposal for this project.

Cash will not be accepted for a bid deposit.

1-02.9, Delivery of Proposal
(August 15, 2012 APWA GSP, Option A)

Delete this section and replace it with the following:

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

If the project has FHWA funding and requires DBE Written Confirmation Documents or Good Faith Effort Documentation, then to be considered responsive, the Bidder shall submit with their Bid Proposal, written Confirmation Documentation from each DBE firm listed on the Bidder's completed DBE Utilization Certification, form 272-056A EF, as required by Section 1-02.6.

The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids.

(*****)

1-02.10, Withdrawing, Revising, or Supplementing Proposal

Section 1-02.10 is revised as follows:

The last sentence of the second paragraph is deleted and replaced with the following:
"Faxed Bid revisions and supplements will **not** be accepted."

The last paragraph is deleted.

1-02.12, Public Opening of Proposals
(May 4, 2012 APWA GSP)

Delete this section and replace it with the following:

Proposals will be opened and publicly read at the time indicated in the Call for Bids, after the deadline(s) for submitting all elements of the Bid Proposal including DBE Written Confirmation Documents and/or Good Faith Effort Documentation, unless the Bid opening has been delayed or canceled. Bidders, their authorized agents, and other interested parties are invited to be present.

(*****)

Date of Opening Bids

Sealed bids are to be received at the following locations prior to the time specified:

The office of the Benton County Engineer, Benton County Courthouse, 620 Market St., P.O. Box 1001, Prosser, Washington, until 1:30 p.m. local time, Friday, May 24, 2013. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.

The bid opening date for this project is May 24, 2013. Bids received will be publicly opened and read at 2:00 p.m., Local Time, on this date in the Benton County Public Works Conference Room, Benton County Courthouse, 620 Market St., Prosser, Washington.

1-02.13, Irregular Proposals
(March 13, 2012 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 Business Enterprise Certification, if applicable, as required in Section 1-02.6;
- i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidders DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
- j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
- k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
- l. 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
(March 8, 2013 APWA GSP, Option B)

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; or does not meet the following Supplemental Criteria:

1. **Delinquent State Taxes**

- A. **Criterion:** The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- B. **Documentation:** The Bidder shall not be listed on the Washington State Department of Revenue's "Delinquent Taxpayer List" website: <http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx> , or if they are so listed, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. **Federal Debarment**

- A. **Criterion:** The Bidder shall not currently be debarred or suspended by the Federal government.
- B. **Documentation:** The Bidder shall not be listed as having an “active exclusion” on the U.S. government’s “System for Award Management” database (www.sam.gov).

3. **Subcontractor Responsibility**

- A. **Criterion:** The Bidder’s standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder’s subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also “responsible” subcontractors as defined by RCW 39.06.020.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

4. **Prevailing Wages**

- A. **Criterion:** The Bidder shall not have a record of prevailing wage violations as determined by WA Labor & Industries in the five years prior to the bid submittal date, that demonstrates a pattern of failing to pay workers prevailing wages, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall submit a list of all prevailing wage violations in the five years prior to the bid submittal date, along with an explanation of each violation and how it was resolved. The Contracting Agency will evaluate these explanations and the resolution of each complaint to determine whether the violation demonstrate a pattern of failing to pay its workers prevailing wages as required.

5. **Claims Against Retainage and Bonds**

- A. **Criterion:** The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:

- Name of project
- The owner and contact information for the owner;
- A list of claims filed against the retainage and/or payment bond for any of the projects listed;
- A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

6. **Public Bidding Crime**

- A. **Criterion:** The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.

7. **Termination for Cause / Termination for Default**

- A. **Criterion:** The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances.

8. **Lawsuits**

- A. **Criterion:** The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency
- B. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts.

As evidence that the Bidder meets the mandatory and supplemental responsibility criteria stated above, the apparent two lowest Bidders must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement

verifying that the Bidder meets all of the mandatory and supplemental criteria together with supporting documentation including but not limited to that detailed above (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all mandatory and supplemental 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. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may (but is not required to) consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

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 two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information 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 Contracting Agency's final determination.

Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5) business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.

1-02.15, Pre Award Information
(October 1, 2005 APWA GSP)

Revise this section to read:

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

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,

4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. A copy of State of Washington Contractor's Registration, or
8. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

SECTION 1-03, AWARD AND EXECUTION OF CONTRACT

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

Revise the first paragraph to read:

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

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

Revise this section to read:

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

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

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within 10 calendar days after the award date stated above, the Contracting Agency may

grant up to a maximum of 10 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

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

Revise the first paragraph to read:

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

1. Be on a Contracting Agency-furnished form;
2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;
4. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency against any claim of direct or indirect loss resulting from the failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

Section 1-03.4 is supplemented with the following:

(June 27, 2011 GSP)

Release of Contract Bond will be 60 days following Contracting Agency Final Acceptance of Contract, provided following conditions are met:

1. Payment to the State with respect to taxes imposed pursuant to Title 82, RCW on Contracts totaling more than \$ 35,000, a release has been obtained from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.

4. Washington State Department of Labor and Industries (per Section 1-07.10) shows the Contractor, Subcontractor(s) and any lower tier Subcontractor(s) are current with payments of industrial insurance and medical aid premiums.
5. All claims, as provided by law, filed against the Contract Bond have been resolved.

SECTION 1-04, SCOPE OF WORK

1-04.2, Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda (March 13, 2012 APWA GSP)

Revise the second paragraph to read:

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

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

SECTION 1-05, CONTROL OF WORK

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

Add the following new sub-section:

1-05.4(1), Roadway and Utility Surveys (October 1, 2005 APWA GSP)

The Engineer shall furnish to the Contractor one time only all principal lines, grades, and measurements the Engineer deems necessary for completion of the work. These shall generally consist of one initial set of:

1. Slope stakes for establishing grading;
2. Curb grade stakes;
3. Centerline finish grade stakes for pavement sections wider than 25 feet; and
4. Offset points to establish line and grade for underground utilities such as water, sewers, and storm drains.

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, Machine Control Grading

Section 1-05.9 is supplemented with the following:

GENERAL

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

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

EQUIPMENT

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

CONSTRUCTION

Contracting Agency Responsibilities

1. The Engineer will set the initial horizontal and vertical control points in the field for the project.
2. The Engineer will provide the project specific localized coordinate system, and the control information utilized in establishing the localized coordinate system (specifically the rotation, scaling, and translation) upon written request by the Contractor.
3. The Contracting Authority will provide, by written request by the Contractor, the data listed below in an electronic format.

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

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

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

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

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

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

5. The Engineer shall provide slope stakes at, a minimum of, every 100 foot station, control points, and conventional grade stakes at critical points such as, but not limited to, PC's, PT's, super elevation points, and other critical required for the construction of drainage and roadway structures.
6. The Engineer shall set hubs at the top of the finished subgrade and crushed surfacing levels at all hinge points of the cross section, on the roadway prism as defined above, at 50 foot intervals on mainline and at least two cross sections on side roads.

Contractor's Responsibilities

1. The Contractor shall have, on-site, a GPS rover for the purpose of validating grading operations by the GPS machine control grading system.
2. The contractor shall review and apply the data provided by the Contracting Agency to perform GPS machine control grading.
3. The Contractor shall convert the electronic data provided by the Contracting Agency into a format compatible with their system.
4. The Contractor understands that any manipulation of the electronic data provided by the Contracting Agency shall be taken at their own risk.
5. Should the Contractor create their own calibrated site, the Contractor shall submit all data to the engineer for review prior to the commencement of all GPS machine control grading.
6. The Contractor shall check and recalibrate, if necessary, their GPS machine control system at the beginning of each work day.
7. The Contractor shall meet the same accuracy requirements as conventional grading construction. The contractor shall ensure GPS machine control grading system accuracy within the following tolerances:
 - a. Horizontal; ± 0.03 feet
 - b. Vertical; ± 0.03 feet
8. The Contractor shall bear all costs, including but not limited to the actual cost of reconstruction of work, that may be incurred due to errors in application of GPS machine control grading techniques. Grade elevation errors and associated quantity adjustments resulting from the Contractor's activities shall be at no cost to the Contracting Agency.
9. The contractor shall preserve all reference points and monuments that are established by the Engineer within the project limits. If the Contractor fails to preserve these items they shall be reestablished by the Engineer at the sole expense of the Contractor.

Payment

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

1-05.11, Final Inspection

Delete this section and replace it with the following:

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

1-05.11(1), Substantial Completion Date

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

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

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

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

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

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

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

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

1-05.11(3), Operational Testing

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

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

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

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

Revise the seventh paragraph to read:

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

Add the following new section:

1-05.14, Cooperation With Other Contractors

Section 1-05.14 is supplemented with the following:

(March 13, 1995 GSP)

Other Contracts Or Other Work

It is anticipated that the following work adjacent to or within the limits of this project will be performed by others during the course of this project and will require coordination of the work:

*****Relocation of utilities including: Benton REA Power Poles and Frontier Communications underground telephone lines and junction boxes*****

1-05.16, Water and Power

(October 1, 2005 APWA GSP)

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

1-05.17, Oral Agreements

Add the following new section:

1-05.17, Oral Agreements

(October 1, 2005 AWPA GSP)

No oral agreement or conversation with any officer, agent, or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Contracting Agency, unless subsequently put in writing and signed by the Contracting Agency.

SECTION 1-06, CONTROL OF MATERIAL

Buy America

Section 1-06 is supplemented with the following:

(August 6, 2012 GSP)

In accordance with Buy America requirements contained in 23 CFR 635.410, the major quantities of steel and iron construction material that is permanently incorporated into the project shall consist of American-made materials only. Buy America does not apply to temporary steel items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and falsework.

Minor amounts of foreign steel and iron may be utilized in this project provided the cost of the foreign material used does not exceed one-tenth of one percent of the total contract cost or \$2,500.00, whichever is greater.

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

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

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

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

The following are considered to be steel manufacturing processes:

1. Production of steel by any of the following processes:
 - a. Open hearth furnace.
 - b. Basic oxygen.
 - c. Electric furnace.
 - d. Direct reduction.
2. Rolling, heat treating, and any other similar processing.
3. Fabrication of the products.
 - a. Spinning wire into cable or strand.
 - b. Corrugating and rolling into culverts.
 - c. Shop fabrication.

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

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

1-07.1, Laws to Be Observed

Section 1-07.1 is supplemented with the following:

(***)**

Dust Control

The Contractor shall, at all times during construction, maintain proper dust control in accordance with the requirements of the Benton County Clean Air Authority. The Contractor is required to have a designated person, responsible for dust control, on the project site at all times during construction

hours. In addition, one person shall be available during non-working hours and shall have equipment and manpower available to control dust. Any problems caused by dust from the construction site will be cause for immediate shutdown of all operations except dust control.

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

1-07.2, Sales Tax

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

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

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

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

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may

owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1), State Sales Tax — Rule 171

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

1-07.2(2), State Sales Tax — Rule 170

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

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

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

1-07.2(3), Services

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

1-07.6, Permits and Licenses

Section 1-07.6 is supplemented with the following:

(September 20, 2010 GSP)

The Contracting Agency has obtained the below-listed permit(s) for this project. A copy of the permit(s) is attached as an appendix for informational purposes. All contacts with the permitting agency concerning the below-listed permit(s) shall be through the Engineer. The Contractor shall obtain additional permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable bid items for the work involved. Copies of these permits are required to be onsite at all times.

*** None ***

(*****)

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

1-07.7, Load Limits

Section 1-07.7 is supplemented with the following:

(March 13, 1995 GSP)

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

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

(March 13, 1995 GSP)

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

1-07.9, Wages

General

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

(January 8, 2013 GSP)

The Federal wage rates incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor General Decision No. WA130001.

The State rates incorporated in this contract are applicable to all construction activities associated with this contract.

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

Supplement this section with the following:

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

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

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

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

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

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

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

1-07.11, Requirements for Nondiscrimination

Section 1-07.11 is supplemented with the following:

(April 1, 2013)

Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth herein.
2. The goals and timetables for minority and female participation set by the Office of Federal Contract Compliance Programs, expressed in percentage terms for the Contractor's aggregate work force in each construction craft and in each trade on all construction work in the covered area, are as follows:

Women - Statewide

<u>Timetable</u>	<u>Goal</u>
Until further notice	6.9%
<u>Minorities - by Standard Metropolitan Statistical Area (SMSA)</u>	
Spokane, WA:	
SMSA Counties:	
Spokane, WA	2.8
WA Spokane.	
Non-SMSA Counties	3.0
WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln, WA Pend Oreille; WA Stevens; WA Whitman.	
Richland, WA	
SMSA Counties:	
Richland Kennewick, WA	5.4
WA Benton; WA Franklin.	
Non-SMSA Counties	3.6
WA Walla Walla.	
Yakima, WA:	
SMSA Counties:	
Yakima, WA	9.7
WA Yakima.	
Non-SMSA Counties	7.2
WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.	

Seattle, WA:	
SMSA Counties:	
Seattle Everett, WA	7.2
WA King; WA Snohomish.	
Tacoma, WA	6.2
WA Pierce.	
Non-SMSA Counties	6.1
WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston; WA Whatcom.	
 Portland, OR:	
SMSA Counties:	
Portland, OR-WA	4.5
WA Clark.	
Non-SMSA Counties	3.8
WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.	

These goals are applicable to each nonexempt Contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, or federally assisted project, contract, or subcontract until further notice. Compliance with these goals and time tables is enforced by the Office of Federal Contract compliance Programs.

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

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

District Director
U.S. Department of Labor, OWCP
300 Fifth Avenue, Suite 1050F
Seattle, WA 98104-2429

(206) 470-3100 Phone
(206) 470-3101 Fax
Accommodation Line (Dedicated line for individuals with hearing impairments): (206)
504-5195

Additional information may be found at the U.S. Department of Labor website:
<http://www.dol.gov/ofccp/TAGuides/ctaguide.htm>

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

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:
 - a. Covered Area means the geographical area described in the solicitation from which this contract resulted;
 - b. Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. Employer Identification Number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
 - d. Minority includes:
 - (1) Black, a person having origins in any of the Black Racial Groups of Africa.
 - (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish origin.
 - (3) Asian or Pacific Islander, a person having origins in any of the original peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and Samoa.
 - (4) American Indian or Alaskan Native, a person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

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

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

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

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

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its action. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO

policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special Provision provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensure that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation,

makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include, for each employee, their name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractors will not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. Additional assistance for Federal Construction Contractors on contracts administered by Washington State Department of Transportation or by Local Agencies may be found at:

Washington State Dept. of Transportation
Office of Equal Opportunity
PO Box 47314
310 Maple Park Ave. SE
Olympia WA
98504-7314
Ph: 360-705-7090
Fax: 360-705-6801
<http://www.wsdot.wa.gov/equalopportunity/default.htm>

(April 1, 2013)

Disadvantaged Business Enterprise Condition of Award Participation

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 apply to this Contract. Demonstrating compliance with these specifications is a Condition of Award (COA) of this Contract. Failure to comply with the requirements of this specification may result in your bid being found to be nonresponsive and may be rejected.

DBE COA Goal

The Contracting Agency has established a COA Contract goal in the amount of:

*** two percent (2%) ***.

DBE Eligibility/Selection of DBEs

A Directory of Certified DBE Firms denoting the Description of Work the DBE Contractors are certified to perform is available at:

www.omwbe.wa.gov/certification/index.shtml.

The directory provides plain language on the Description of Work that the listed DBE's have been certified by the Office of Minority and Women's Business Enterprises (OMWBE) to perform. The Bidder shall use the Directory of Certified DBE Firms to confirm if a DBE is certified for the "Description of Work" the Bidder lists on the DBE Utilization Certification form # 272-056 EF (see form instructions) and therefore qualifies for credit towards the COA goal.

Crediting DBE Participation

Joint Venture

When a DBE performs as a participant in a joint venture, only that portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces shall be credited.

DBE Prime Contractor

A DBE Prime Contractor may only take credit for that portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the Work that the DBE Prime performs with its own forces.

DBE Subcontractor

When a DBE firm participates as a Subcontractor only that portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces shall be credited.

- Include the cost of supplies and materials obtained by the DBE for the Work in the Contract including supplies purchased or equipment leased by the DBE.
 - However, you may not take credit for supplies, materials, and equipment the DBE Subcontractor purchases or leases from the Prime Contractor or its affiliate. In addition, Work performed by a DBE, utilizing resources of the Prime Contractor or its affiliates shall not be credited.
- In very rare situations, a DBE firm may utilize equipment and/or personnel from a non-DBE firm other than the Prime Contractor or its affiliates. Should this situation arise the arrangement must be short-term and have prior written approval from the Office of Equal Opportunity (OEO).
- Count the entire value of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, managerial services, or for providing bonds or insurance.
- When a DBE subcontracts to another firm, the value of the subcontracted Work may be counted as participation only if the DBE's lower tier Subcontractor is also a DBE. Work that a DBE subcontracts to a non-DBE firm shall not be credited.
- When non-DBE Subcontractor further subcontracts to a lower-tier Subcontractor or supplier who is a certified DBE, then that portion of the Work further subcontracted may be credited as DBE participation, provided it is a distinct clearly defined portion of the Work that the DBE is certified to perform and the DBE Subcontractor performs the Work with its own forces.
- If a firm is not certified as a DBE at the time of the execution of the contract, their participation cannot be counted toward any DBE goals.

Trucking

Use the following factors in determining DBE credit and whether a DBE trucking company is performing a commercially useful function:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which credit is being claimed.
2. The DBE must itself own and, with its own workforce, operate at least one fully licensed, insured, and operational truck used on the Contract.
3. The DBE receives credit only for the value of the transportation services it provides on the Contract using trucks it owns or leases, licenses, insures, and operates with drivers it employs. For purposes of this requirement a lease must

indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others provided it is with the consent of the DBE and the lease provides the DBE first priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

4. The DBE may lease trucks from another DBE firm including an owner-operator provided they are certified as a DBE for trucking. The DBE who leases trucks from another DBE may claim participation for the total value of the transportation services the lessee DBE provides on the Contract.
5. The DBE may also lease trucks from a non-DBE firm and may enter into an agreement with an owner-operator who is a non-DBE. The DBE shall only receive credit for the number of additional non-DBE trucks equal or less than the number of DBE trucks the firms owns or has leased/subcontracted through another DBE trucking company. The DBE must control the work of the non-DBE trucks. If the non-DBE is performing the work without supervision of that work by the DBE, the DBE is not performing a Commercially Useful Function (CUF).
6. In any lease or owner-operator situation, as described in requirement #4 and #5 above, the following rules shall apply:
 - a. A written lease/rental agreement is required for all trucks leased or rented; documenting the ownership and the terms of the agreement. The agreements must be submitted and approved by the Contracting Agency prior to the beginning of the Work. The agreement must show the leaser's name, truck description and agreed upon amount and method of payment (hour, ton, or per load). All lease agreements shall be for a long-term relationship, rather than for the individual project. (This requirement does not apply to owner-operator arrangements.)
 - b. Only the vehicle, (not the operator) may be leased or rented. (This requirement does not apply to owner-operator arrangements).
7. Credit may only be claimed for DBE trucking firms operating under a subcontract or a written agreement approved by the Contracting Agency prior to performing Work.

Expenditures paid to other DBEs

Expenditures paid to other DBEs for materials or supplies may be counted toward DBE goals as provided in the following:

Manufacturer

You may claim DBE credit for 100 percent of value of the materials or supplies obtained from a DBE manufacturer.

A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract. A manufacturer shall include firms that produce finished goods or products from raw or unfinished material or that purchases and substantially alters goods and materials to make them suitable for construction use before reselling them.

In order to receive credit as a DBE Manufacturer, the firm must be certified by OMWBE as a manufacturer in a NAICS code that falls within the 31XXXX to 33XXXX classification.

Regular Dealer

You may claim credit for 60 percent of the value of the materials or supplies purchased from a DBE regular dealer. Rules applicable to regular dealer status are contained in 49 CFR Part 26.55.e.2.

To be considered a regular dealer you must meet the following criteria:

- WSDOT considers and recognizes a regular dealer, as a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the Contract and described by the specifications of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business.
- Sixty percent (60%) of the cost of materials or supplies purchased from an approved regular dealer may be credited as DBE participation.

Regular dealer status is granted on a contract-by-contract basis. A firm wishing to be approved as a regular dealer for WSDOT contracted projects or Highways & Local Program administered projects must submit a request in writing to OEO for approval, no later than seven days prior to bid opening.

Once the OEO has received the request, an onsite review will be set up with the firm and a review conducted to determine the firm's qualifications. If it is determined that the firm qualifies as a regular dealer the OEO will list the firm on an Approved Regular Dealers List. The list may be accessed through the OEO Home website is at:

www.wsdot.wa.gov/equalopportunity.

Note: Requests to be listed as a regular dealer will only be processed if the requesting firm is certified by the Office of Minority and Women's Business Enterprises in a NAICS code that fall within the 42XXXX NAICS Wholesale code section.

Materials or Supplies Purchased from a DBE

With regard to materials or supplies purchased from a DBE who is neither a manufacturer nor a regular dealer you may claim credit for the following:

1. Fees or commissions charged for assistance in the procurement of the materials and supplies.
2. Fees or transportation charges for the delivery of materials or supplies.

In either case you may not take credit for any part of the cost of the materials and supplies.

Commercially Useful Function (CUF)

The Prime Contractor has a responsibility and must treat the working relationship with the DBE such that the DBE is performing a commercially useful function. The Prime Contractor may only take credit for Work performed by a DBE that is determined to be performing a commercially useful function.

- A DBE performs a commercially useful function when it is responsible for execution of a distinct element of Work and is carrying out its responsibilities by performing, managing and supervising the Work involved. The DBE must also be responsible with respect to materials and supplies used on the Contract. For example; negotiating price, determining quality, determining quantities, ordering, installing (if applicable) and paying for the material itself.
- A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed.

Joint Checking Allowance

Prime Contractors and DBEs must receive pre-approval by the OEO before using a joint check. Joint check requests shall be submitted by the Prime Contractor to the Contracting Agency for approval.

When requesting approval for use of a joint checking allowance, the Contractor must distribute a written joint check agreement among the parties (including the suppliers involved) providing full and prompt disclosure of the expected use of the joint checks. The agreement shall contain all the information concerning the parties' obligations and consequences or remedies if the agreement is not fulfilled or a breach occurs. The joint check request shall be submitted to the Contracting Agency for approval prior to signing the contract agreement.

The following are some general conditions that must be met by all parties regarding joint check use:

- a. It is understood that the Prime Contractor acts solely as the guarantor of a joint check.
- b. The DBE's own funds are used to pay supplier of materials. The Prime Contractor does not make direct payment to supplier. In order to be performing a Commercially Useful Function (CUF), the DBE must release the check to the supplier (paying for the materials it-self and not be an extra participant in a transaction).

- c. If the Prime Contractor makes joint checks available to one DBE Subcontractor, the service must be made available to all Subcontractors (DBE and non-DBE).
- d. The relationship between the DBE and its suppliers should be established independently of and without interference by the Prime Contractor. The DBE has final decision-making responsibility concerning the procurement of materials and supplies, including which supplier to use.
- e. The Prime Contractor and DBE shall be able to provide receipts, invoices, cancelled checks and/or certification statements of payment if requested by the Contracting Agency.
- f. The DBE remains responsible for all other elements of 49 CFR 26.55(c)(1).

Failure by the Prime Contractor to request and receive prior approval of a joint check arrangement will result in the joint check amount not counting towards the Prime Contractor's DBE goal.

Disadvantaged Business Enterprise Utilization Certification FORM # 272-056 EF

To be eligible for award of the Contract, the Bidder shall properly complete and submit a Disadvantaged Business Enterprise Utilization Certification with the Bidder's sealed Bid Proposal, as specified Section 1-02.9 Delivery of Proposal. The Bidder's Disadvantaged Business Enterprise Utilization Certification must clearly demonstrate how the Bidder intends to meet the DBE COA goal. A Disadvantaged Business Enterprise Utilization Certification (form # 272-056 EF) is included in your Proposal package for this purpose as well as instructions on how to properly fill out the form.

In the event of arithmetic errors in completing the Disadvantaged Business Enterprise Utilization Certification the amount listed to be applied towards the goal for each DBE shall govern and the DBE total amount shall be adjusted accordingly.

Note: The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal submitted that does not contain a Disadvantaged Business Enterprise Utilization Certification that accurately demonstrates how the Bidder intends to meet the COA goal.

**Disadvantaged Business Enterprise (DBE) Written Confirmation Document(s)
FORM # 422-031 EF**

The Bidder shall submit a complete and accurate Disadvantaged Business Enterprise (DBE) Written Confirmation Document for each DBE firm listed in the Bidder's completed Disadvantaged Business Enterprise Utilization Certification as submitted with the bid. Failure to do so will result in the associated participation being disallowed, which may result in bid rejection.

A Disadvantaged Business Enterprise (DBE) Written Confirmation Document (form No. 422-031 EF) is included in your Proposal package for this purpose.

The form(s) shall be received as specified in the special provisions for Section 1-02.9 Delivery of Proposal.

It is prohibited for the Bidder to require a DBE to submit a Written Confirmation Document with any part of the form left blank. Should the Contracting Agency determine that a Written Confirmation Document was signed by a DBE that was not complete; the validity of the document comes into question and the associated DBE Participation may not receive credit.

Selection of Successful Bidder/Good Faith Efforts (GFE)

The successful Bidder shall be selected on the basis of having submitted the lowest responsive Bid, which demonstrates a good faith effort to achieve the DBE COA goal. Achieving the goal may be accomplished in one of two ways, as follows:

1. By meeting the goal

The best indication of good faith efforts is to document, through submission of the Disadvantaged Business Enterprise Utilization Certification and supporting Disadvantaged Business Enterprise (DBE) Written Confirmation Document(s) that the Bidder has obtained enough DBE participation to meet or exceed the assigned DBE COA contract goal. That being the case no additional GFE documentation is required. Or;

2. By documentation that it made adequate GFE to meet the goal

The Bidder may demonstrate a GFE in whole or part through GFE documentation ONLY IN THE EVENT a Bidder's efforts to solicit sufficient DBE participation have been unsuccessful. In this case, the Bidder must supply GFE documentation in addition to the Disadvantaged Business Enterprise Utilization Certification, and supporting Disadvantaged Business Enterprise (DBE) Written Confirmation document(s).

Note: In the case where the Bidder was awarded the contract based on demonstrating adequate GFE the advertised DBE goal will not be reduced to the Bidder's partial commitment. The Bidder shall demonstrate a GFE during the life of the Contract to attain the DBE Condition of Award (COA) Goal as assigned to the project.

Good Faith Efforts (GFE) Documentation

GFE documentation shall be received, as specified in the special provisions for Section 1-02.9 Delivery of Proposal.

Based upon all the relevant documentation submitted in Bid or as supplement to Bid, the Contracting Agency shall determine whether the Bidder has demonstrated a sufficient GFE to achieve DBE participation. The Contracting Agency will make a fair and reasonable judgment of whether a Bidder that did not meet the goal through participation, made adequate good faith efforts as demonstrated by the GFE documentation.

The following is a list of types of actions, which would be considered as part of the Bidder's GFE to achieve DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

1. Attendance by the Bidder at any pre-solicitation or pre-Bid meetings that were scheduled by the Contracting Agency to inform DBEs of contracting and subcontracting or material supply opportunities available on the project;
2. Contacting local Tribes, Tribal Employment Rights Offices (TERO) concerning the subcontracting or supply opportunities in sufficient time to allow the enterprises to participate effectively;
3. Selection by the Bidder of specific economically feasible units of the project to be performed by DBEs in order to increase the likelihood of participation by DBEs even if the Bidder preferred to perform these Work items as the Prime Contractor;
4. Advertising by the Bidder in general circulation, trade association minority and trade oriented, women focus publications, concerning the subcontracting or supply opportunities;
5. Providing written notice from the Bidder to a reasonable number of specific DBEs, identified from the OMWBE Directory of Certified DBE Firms for the selected subcontracting or material supply Work, in sufficient time to allow the enterprises to participate effectively;
6. Follow-up by the Bidder of initial solicitations of interest by contacting the DBEs to determine with certainty whether they were interested. Documentation of this kind of action shall include the information outlined below:
 - a. The names, addresses, telephone numbers of DBEs who were contacted, the dates of initial contact, and whether initial solicitations of interest were followed-up by contacting the DBEs to determine with certainty whether the DBEs were interested;
 - b. A description of the information provided to the DBEs regarding the plans, specifications, and estimated quantities for portions of the Work to be performed;
 - c. Documentation of each DBE contacted but rejected and the reason(s) for that rejection;
7. Providing, to interested DBEs, adequate information about the plans, specifications, and requirements for the selected subcontracting or material supply Work;
8. Negotiating in good faith with the DBE firms, and not, without justifiable reason, rejecting as unsatisfactory, Bids that are prepared by any DBE. The DBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations - union vs. non-union employee status - are not legitimate causes for the rejection or non-solicitation of bids in the Prime Contractor's efforts to meet the project goal;

9. Advertising and making efforts to obtain DBE participation that were reasonably expected to produce a level of participation sufficient to meet the goal or requirements of the Contracting Agency;
10. Making any other efforts to obtain DBE participation that were reasonably expected to produce a level of participation sufficient to meet the goal or requirements of the Contracting Agency;
11. Using the services of minority community organizations, minority contractor groups, local, State, and federal minority business assistance offices and other organizations identified by WSDOT and advocates for disadvantaged, minority, and women businesses that provide assistance in the recruitment and placement of disadvantaged, minority, and women business enterprises; and
12. Using the WSDOT OEO DBE Supportive Services to assist you. For more information please contact the OEO by calling toll free at (888) 259-9143 or emailing dbess@wsdot.wa.gov.

Administrative Reconsideration of GFE Documentation

Any Bidder has the right to reconsideration but only for the purpose of reassessing their GFE documentation that was determined to be inadequate.

- The Bidder must request and schedule a reconsideration hearing within seven calendar days of notification of being nonresponsive or forfeit the right to reconsideration.
- The reconsideration decision on the adequacy of the Bidder's GFE documentation shall be made by an official who did not take part in the original determination.
- The Bidder shall have the opportunity to meet in person with the official for the purpose of setting forth the Bidder's position as to why the GFE documentation demonstrates a sufficient effort.
- The reconsideration official shall provide the Bidder with a written decision on reconsideration within five business days of the hearing explaining the basis for their finding.

Procedures between Award and Execution

After Award and prior to Execution the Bidder shall provide the additional information described below. Failure to comply shall result in the forfeiture of the Bidder's Proposal bond or deposit.

1. Additional information for all successful DBE's as shown on the Disadvantaged Business Enterprise Utilization Certification:
 - a. Correct business name, federal employee identification number (if available), and mailing address.

- b. List of all Bid items assigned to each successful DBE firm, including unit prices and extensions.
- c. Description of partial items (if any) to be sublet to each successful DBE firm specifying the distinct elements of Work under each item to be performed by the DBE and including the dollar value of the DBE portion.

Total amounts shown for each DBE shall not be less than the amount shown on the Disadvantaged Business Enterprise Utilization Certification. A breakdown that does not conform to the Disadvantaged Business Enterprise Utilization Certification or that demonstrates a lesser amount of DBE participation than that included in the Disadvantaged Business Enterprise Utilization Certification will be returned for correction.

- 2. A list of all firms who submitted a Bid or quote in an attempt to participate in this project whether they were successful or not. Include the business name and a mailing address.

Note: The firms identified by the Prime Contractor may be contacted by the Contracting Agency to solicit general information as follows: age of the firm and average of its gross annual receipts over the past three-years.

Procedures after Execution

Crediting DBE Participation toward Meeting the Goal

Reporting

All DBE work whether COA or race neutral participation is reported. The Prime Contractor shall submit a Quarterly Report of Amounts Credited as DBE Participation form (422-102 EF) on a quarterly basis for any calendar quarter in which DBE has accomplished Work or upon completion of the project, as appropriate. The dollars are to be reported as specified herein.

In the event that the payments to a DBE have been made by an entity other than the Prime Contractor, as in the case of a lower-tier Subcontractor or supplier, then the Prime Contractor shall obtain the quarterly report, including the signed affidavit, from the paying entity and submit the report to the Contracting Agency.

Changes in DBE COA participation

Owner initiated Change Orders

The Prime Contractor shall demonstrate a GFE to substitute COA DBE participation when the Contracting Agency deletes Work items by change order that impact a COA DBE's Work.

When the Contract allows alternate Work methods which serve to delete or create under-runs in COA DBE Work then the Prime Contractor must provide documentation of negotiating the change with the DBE that was to perform the reduced Work and demonstrate a GFE to substitute other DBE COA participation.

Original Quantity Under runs

In the event that Work committed to a DBE firm as part of the COA under runs the original planned quantities the Prime Contractor shall demonstrate a GFE to substitute other DBE COA participation.

Contractor-Initiated Proposals—General

The Contractor cannot reduce the amount of work committed to a DBE firm at contract award without good cause and only with written concurrence from the OEO. Reducing a COA DBE's Work is viewed as a partial DBE termination, subject to the procedures below.

DBE Termination

A COA DBE Subcontractor may only be terminated in whole or part with the approval of the Contracting Agency (in coordination with OEO). Approval will be granted provided the Prime Contractor demonstrates that the termination is based on good cause.

Good cause typically includes situations where the DBE Subcontractor is unable or has failed to perform the work of its subcontract in accordance with normal industry standards. While not all inclusive, some examples of good cause include the following circumstances:

Good cause may exist if:

- The listed DBE Subcontractor fails or refuses to execute a written contract.
- The listed DBE Subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards.
- The listed DBE Subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements.
- The listed DBE Subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.
- The listed DBE Subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- The listed DBE Subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal.
- The listed DBE is ineligible to receive DBE credit for the type of work required.
- A DBE owner dies or becomes disabled with the result that the listed DBE is unable to complete its work on the contract.

Good cause does not exist if:

- The Prime Contractor seeks to terminate a COA DBE so that the Prime can self-perform the Work.
- The Prime Contractor seeks to terminate a COA DBE so the Prime Contractor can substitute another DBE or non-DBE after contract award.
- The failure or refusal of the DBE Subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor (e.g., the failure of the Prime Contractor to make timely payments or the unnecessary placing of obstacles in the path of the DBE's Work).

Prior to requesting termination, the Prime Contractor must give notice in writing to the DBE Subcontractor with a copy to the Contracting Agency of its intent to request to terminate DBE work and the reasons for doing so. The DBE Subcontractor shall have five (5) days to respond to the prime Contractor's notice. The DBE's response shall either support the termination or advise the Contracting Agency and the Prime Contractor of the reasons it objects to the termination of its subcontract.

When a COA DBE firm is "terminated" from a Contract (or fails to complete its Subcontract for any reason), the Prime Contractor shall make every good faith effort to substitute another DBE Firm (ref.to 49 CFR 26.53(g)).

Graduation

When a DBE firm "graduates" from the DBE program (during the course of an executed subcontract), the DBE participation of that firm "may" continue to count towards the contract DBE goal.

Decertification

When a COA DBE firm who has a signed subcontract in place with a Prime, later becomes "decertified" (during the course of that subcontract) – the DBE participation of that firm "may" continue to count towards the Contract DBE goal.

Counting payments

Payments to a DBE firm will count toward DBE goals only if the participation is in accordance with these specifications.

Prompt Payment

Prompt payment to all Subcontractors shall be in accordance with Section 1-08.1(1) of these Contract special provisions.

Payment

Compensation for all costs involved with complying with the conditions of this specification and any other associated DBE requirements is included in payment for the associated Contract items of Work.

Damages for Noncompliance

The Prime Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Prime Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Contracts, which contain funding assistance from the United States Department of Transportation. Failure by the Prime Contractor to carry out these requirements is a material breach of this Contract, which may result in the Termination of this Contract or such other remedy as the Contracting Agency deems appropriate.

If the Prime Contractor does not comply with any part of its Contract as required under 49 CFR part 26, and/or any other applicable law or regulation regarding DBE, the Contracting Agency may withhold payment, suspend the ability of the Prime Contractor to participate in future Contracting Agency contracts, impose sanctions or Terminate the Contract, and subject the Prime Contractor to civil penalties of up to ten percent of the amount of the Contract for each violation. In the case of WSDOT Contracts, prequalification may be suspended pursuant to WAC 468-16-180, and continuous violations (exceeding a single violation) may also disqualify the Prime Contractor from further participation in WSDOT Contracts for a period of up to three years.

An apparent low Bidder must be in compliance with these Contract Provisions as a condition precedent to the granting of a notice of award by the Contracting Agency. The Prime Contractor is entitled to request an adjudicative proceeding with respect to the Contracting Agency's determination of Contract violation and assessed penalties by filing a written application within thirty days of receipt of notification. The adjudicative proceeding, if requested, will be conducted by an administrative law judge pursuant to the procedures set forth in RCW 34.05 and Chapter 10.08 of the Washington Administrative Code.

1-07.12, Federal Agency Inspection

Section 1-07.12 is supplemented with the following:

(July 30, 2012 GSP)

Required Federal Aid Provisions

The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273) Revised May 1, 2012 supersede any conflicting provisions of the Standard Specifications and are made a part of this Contract; provided, however, that if any of the provisions of FHWA 1273 are less restrictive than Washington State Law, then the Washington State Law shall prevail.

The provisions of FHWA 1273 included in this Contract require that the Contractor insert the FHWA 1273 in each Subcontract, together with the wage rates which are part of the FHWA 1273. Also, a clause shall be included in each Subcontract requiring the Subcontractors to insert the FHWA 1273 thereto in any lower tier Subcontracts, together with the wage rates. The Contractor shall also ensure that this section, REQUIRED FEDERAL AID PROVISIONS, is inserted in each Subcontract for Subcontractors and lower tier Subcontractors. For this purpose, upon request to the Project Engineer, the Contractor will be provided with extra copies of the FHWA 1273, the applicable wage rates, and this Special Provision.

1-07.13, Contractor's Responsibility of Work

(August 6, 2001 GSP)

Repair of Damage

Section 1-07.13(4) is revised to read:

The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2) or 1-07.13(3), payment will be made in accordance with Section 1-04.4. Payment will be limited to repair of damaged work only. No payment will be made for delay or disruption of work.

(April 2, 2007 GSP)

1-07.17, Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

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

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

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

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

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

Power Company

Benton REA
402 7th St.
Prosser, WA 99350
(509) 786-2913
Rich Legerski

Telecommunications

CenturyLink
409 S. 5th
Sunnyside, WA 98944
(509) 839-6654
Mike Brown

(*****)

Per RCW 19.122 Underground Utilities, the contractor is responsible for timely notification of all utilities in advance of any construction in right-of-way or utility easements. The contractor shall also utilize the "One-Call" Utility Notification Center a minimum of 48 hours in advance of any construction activity at 811 or 1-800-424-5555 and is responsible to maintain all utility locate markings. Failure to comply may result in construction delays and/or financial penalties levied by

both the contracting agency and the affected utility(s) and shall be the sole responsibility of the contractor.

1-07.18, Public Liability and Property Damage Insurance

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

1-07.18, Insurance

(January 24, 2011 APWA GSP)

1-07.18(1), General Requirements

- A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- B. The Contractor shall keep this insurance in force during the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. below).
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The insurance policies shall contain a "cross liability" provision.
- E. The Contractor's and all subcontractors' insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or insurance pool coverage.
- F. The Contractor shall provide the Contracting Agency and all Additional Insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).
- H. The Contractor shall not begin work under the contract until the required insurance has been obtained and approved by the Contracting Agency.
- I. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so

expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

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

1-07.18(2), Additional Insured

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

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

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

1-07.18(3), Subcontractors

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

1-07.18(4), Evidence of Insurance

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

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as Additional Insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall 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

1-07.23(1), Construction Under Traffic

Section 1-07.23(1) is supplemented with the following:

(January 2, 2012 GSP)

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:

Minimum Work Zone Clear Zone Distance

Regulatory 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

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

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

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

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

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

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

time. The Contractor agrees that such delay shall not be a breach of contract.

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

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

SECTION 1-08, PROSECUTION AND PROGRESS

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.

Add the following new section:

1-08.0(2), Hours of Work
(March 8, 2013 APWA GSP)

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

Written permission from the Engineer is required, if a Contractor desires to perform work on holidays, Saturdays, or Sundays; before 7:00 a.m. or after 6:00 p.m. on any day; or longer than an 8-hour period on any day. The Contractor shall apply in writing to the Engineer for such permission, no later than noon on the working day prior to the day for which the Contractor is requesting permission to work.

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

Permission to work Saturdays, Sundays, holidays, or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the Contracting Agency or Engineer. These conditions may include but are not limited to:

- The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees when in the opinion of the Engineer, such work necessitates their presence.
- On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times.
- Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
- Considering multiple work shifts as multiple working days with respect to contract time, even though the multiple shifts occur in a single 24-hour period.

1-08.1, Subcontracting

Section 1-08.1 is supplemented with the following:

(October 12, 1998 GSP)

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

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

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

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

1-08.1(1), Subcontract Completion and Return of Retainage Withheld

Section 1-08.1(1) is revised to Read:

(June 27, 2011 GSP)

The following procedures shall apply to all subcontracts entered into as a part of this Contract:

Requirements

1. The Prime Contractor or Subcontractor shall make payment to the Subcontractor not later than ten (10) days after receipt of payment from the Contracting Agency for work satisfactorily completed by the Subcontractor, to the extent of each Subcontractor's interest therein.
2. Prompt and full payment of retainage from the Prime Contractor to the Subcontractor shall be made within 30 days after Subcontractor's Work is satisfactorily completed.
3. For purposes of this Section, a Subcontractor's work is satisfactorily completed when all task and requirements of the Subcontract have been accomplished and including any required documentation and material testing .
4. Failure by a Prime Contractor or Subcontractor to comply with these requirements may result in one or more of the following:
 - a. Withholding of payments until the Prime Contractor or Subcontractor complies
 - b. Failure to comply shall be reflected in the Prime Contractor's Performance Evaluation

- c. Cancellation, Termination, or Suspension of the Contract, in whole or in part
- d. Other sanctions as provided by the subcontractor or by law under applicable prompt pay statutes.

Conditions

This clause does not create a contractual relationship between the Contracting Agency and any Subcontractor as stated in Section 1-08.1. Also, it is not intended to bestow upon any Subcontractor, the status of a third-party beneficiary to the Contract between the Contracting Agency and the Contractor.

Payment

The Contractor will be solely responsible for any additional costs involved in paying retainage to the Subcontractors. Those costs shall be incidental to the respective Bid Items.

1-08.3, General Requirements

**1-08.3(2)A, Type A Progress Schedule
(March 13, 2012 APWA GSP)**

Revise this section to read:

The Contractor shall submit ***1*** copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

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

(March 8, 2013 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 nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved 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 (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents
 - c. Quarterly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
 - d. Final Contract Voucher Certification
 - e. Property owner releases per Section 1-07.24

(March 13, 1995 GSP)

Section 1-08.5 is supplemented with the following:

This project shall be physically completed within *** 70 *** 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.

SECTION 1-09, MEASUREMENT AND PAYMENT

(August 3, 2009 GSP)

1-09.8, Payment for Material On Hand

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

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

1-09.9, Payments

(March 13, 2012 APWA GSP)

Delete the first four paragraphs and replace them with the following:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

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 payments. 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.

1-09.9(1), Retainage

Section 1-09.9(1) content and title is deleted and replaced with the following:

**(June 27, 2011 GSP)
Vacant**

1-09.13, Claims Resolution

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

Delete this Section and replace it with the following:

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

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

Revise the third paragraph to read:

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

SECTION 1-10, TEMPORARY TRAFFIC CONTROL

1-10.1, General

Section 1-10.1 is supplemented with the following:

(*****)

Travis Road will be closed to thru traffic during construction and detour routes designated. The Contractor shall be responsible for installing and maintaining all Class B interior signs, barricades if needed, and all associated flagging. Benton County will install and maintain all Class A outer signs and detour signs.

1-10.2, Traffic Control Management

1-10.2(1), General

(December 1, 2008 GSP)

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 GSP)

Section 1-10.4(1) is supplemented with the following:

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

DIVISION 2 EARTHWORK

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

2-01.1, Description

Section 2-01.1 is supplemented with the following:

(*****)

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

Within the construction limits as staked.

SECTION 2-02, REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.3, Construction Requirements

Section 2-02.3 is supplemented with the following:

(*****)

Removal of Culvert Pipe

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

(*****)

Removal of Wire Fence

The Contractor shall remove and dispose of existing wire fence from Sta 1+00 to Sta 11+00 Lt.

(*****)

Removal of Asphalt

Existing Travis Road, Sta 2+00 to Sta 168+75, including those existing areas outside of the roadway construction limits, shall be pulverized to a depth of 8 inches and an average of 24 feet wide. The pulverizing operation shall be completed in continuous full width segments unless otherwise approved by the Engineer. Grading for the pulverized material shall be 100% passing a 1 inch square. The pulverized material that lies within the construction limits shall be graded and compacted as embankment in place. The material that lies outside of the construction limits shall be excavated and placed as embankment material within the construction limits.

2-02.4, Measurement

Section 2-02.4 is supplemented with the following:

(*****)

There will be no unit of measure for the removal of culvert pipe and the removal of wire fence as they are by the lump sum.

“Pavement Pulverization” shall be measured by the square yard of completed pulverized roadway.

2-02.5, Payment

Section 2-02.5 is supplemented with the following:

(*****)

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

“Removal of Structures and Obstructions, per lump sum”.

“Pavement Pulverization, per square yard.”

SECTION 2-03, ROADWAY EXCAVATION AND EMBANKMENT

2-03.1, Description

Section 2-03.1 is supplemented with the following:

(*****)

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

2-03.3, Construction Requirements

Section 2-03.3 is supplemented with the following:

(*****)

The asphalt at begin Sta 2+00 and end Sta 168+75 shall be saw cut prior to pavement pulverization and roadway excavation. All tools, equipment, and labor necessary to perform the saw cutting operations shall be considered incidental to the bid item for “Roadway Excavation Incl. Haul”.

2-03.3(14)C, Compacting Earth Embankments

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

(*****)

All earth embankments shall be compacted using Method B.

2-03.4, Measurement

Section 2-03.4 is supplemented with the following:

(March 13, 1995 GSP)

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

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

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

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

SECTION 2-07, WATERING

2-07.4, Measurement

Section 2-07.4 is revised to read:

(*****)

Water shall not be measured.

2-07.5, Payment

Section 2-07.5 is revised to read

(*****)

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

DIVISION 3 PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING

(*****)

County Furnished Material Source

The following source of stockpiled materials is made available to the Contractor:

C. Moore Stockpile SP-185 is the source for Crushed Surfacing Base Course, Crushed Surfacing Top Course, Gravel Backfill for Pipe Zone Bedding, and Quarry Spalls. C. Moore Stockpile is located in the NW ¼ of the NE ¼ of Section 17, Township 8 North, Range 27 East, W.M. The entrance to the quarry is off County Well Road West of Webber Canyon Road.

In the event the Contractor proposes to provide these materials from another source, adjustment of quantities shall be made in accordance with Section 3-01.4(1). Such adjustment will be based on the relative specific gravity of the sources. A specific gravity of 2.87 for the County provided source will be used for comparative purposes. The comparative specific gravity of the Contractor provided source will be determined by AASHTO Test Method T-85 on the Saturated Surface Dry Basis by the WSDOT Materials Laboratory. The Contractor shall be responsible for all costs associated with the testing of their source.

**DIVISION 5
SURFACE TREATMENTS AND PAVEMENTS**

SECTION 5-04, HOT MIX ASPHALT

5-04.2, Mix Design

Third paragraph is deleted and replaced with:

(*****)

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

5-04.3, Construction Requirements

5-04.3(3)A, Material Transfer Device/Vehicle

Section 5-04.3(3)A including title is revised to read:

(August 1, 2011 GSP)

Material Transfer Vehicle

Direct transfer of HMA from the hauling equipment to the paving machine will not be allowed in the top 0.30-feet of the pavement section of hot mix asphalt (HMA) used in traffic lanes with a depth of 0.08-feet or greater. A material transfer vehicle (MTV) shall be used to deliver the HMA from the hauling equipment to the paving machine. HMA placed in irregularly shaped and minor areas such as road approaches, tapers, and turn lanes are excluded from this requirement.

The MTV shall mix the HMA after delivery by the hauling equipment and prior to lay down by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform temperature throughout the mixture.

(*****)

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

(April 2, 2007 GSP)

HMA Paver Segregation

The hot-mix asphalt (HMA) paver shall be equipped with a means of preventing the segregation of the coarse aggregate particles from the remainder of the mix when the mix is carried from the paver hopper back to the paver augers. The means and methods used shall be approved by the paver manufacturer and may consist of chain curtains, deflector plates, or other such devices and any combination of these.

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

1. Blaw-Knox pavers shall be equipped with the Blaw-Knox Materials Management Kit (MMK).
2. Cedarapids pavers shall be those that were manufactured in 1989 or later.
3. Caterpillar pavers shall be equipped with deflector plates as identified in the December 2000 Service Magazine entitled "New Asphalt Deflector Kit {6630, 6631, 6640}".

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

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

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

Delete this section and replace it with the following:

1. **General.** Prior to the production of HMA, the Contractor shall determine a design aggregate structure and asphalt binder content in accordance with WSDOT Standard Operating Procedure 732. Once the design aggregate structure and asphalt binder content have been determined, the Contractor shall submit the HMA mix design on DOT form 350-042 demonstrating the design meets the requirements of Sections 9-03.8(2) and 9-03.8(6). HMA accepted by nonstatistical evaluation requires a mix design verification. For HMA accepted by commercial evaluation only the first page of DOT form 350-042 and the percent of asphalt binder is required. In no case shall the paving begin before the determination of anti-strip requirements has been made. Anti-strip requirements will be determined by:
 - a. Testing by WSDOT in accordance with TM 718.
 - b. Testing by Contractor in accordance with WSDOT TM 718.
 - c. Historical aggregate source anti-strip use provided by WDOT.

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

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

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

3. **Field Verification Testing Process.** The Contracting agency will collect three Production Samples of HMA on the first day of paving per AASHTO T 168 sampling procedures.
 - a. The Contracting agency will test one Production Sample in accordance with section 5-04.3(8)A for field verification per the requirements of Section 9-03.8(7).
 - b. If the test results from the first Production Sample are within the tolerances of section 9-03.8(7), the mix design will be considered verified and the test results will be used as acceptance sample number one.
 - c. If the test results from the first Production Sample are outside the tolerances of section 9-03.8(7), the other two samples will be tested and the results of all three tests will be used for acceptance in accordance with Section 5-04.5(1) and will be used in the calculation of the CPF the maximum CPF shall be 1.00.

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

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

Delete these sections and replace them with the following:

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

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

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

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

Delete this section and replace it with the following:

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

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

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

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

Delete this section and replace it with the following:

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

Deviation

U.S. No. 4 sieve and larger Percent passing ± 4.0

U.S. No. 8 sieve Percent passing ± 2.0

U.S. No. 200 sieve Percent passing ± 0.4

Asphalt binder Percent binder content ± 0.3

Va Percent Va ± 0.7

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

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

Delete this section.

5-04.4, Measurement

Section 5-04.4 is supplemented with the following:

(September 5, 2006)

No specific unit of measurement will apply to the calculated item of asphalt cost price adjustment.

5-04.5, Payment

Section 5-04.5 is supplemented with the following:

(September 8, 2008 GSP)

Asphalt Cost Price Adjustment

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

“HMA Cl. ½ In. PG 70-28”

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

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

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

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

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

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

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

If the reference cost is greater than or equal to 105% of the base cost, then

Adjustment = (Current Reference Cost – (1.05 x Base Cost)) x (Q x 0.056).

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

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

“Asphalt Cost Price Adjustment”, by calculation.

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

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

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

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

Table of Price Adjustment Factors	
Constituent	Factor “f”
All aggregate passing: 1 ½”, 1”, ¾”, ½”, 3/8” and No. 4 sieves	2
All aggregate passing No. 8	15
All aggregate passing No. 200 sieve	20
Asphalt binder	52

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

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

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

tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

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

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

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

Delete this section and replace it with the following:

The maximum CPF of a compaction lot is 1.00

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

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

SECTION 7-02, CULVERTS

7-02.4, Measurement

Section 7-02.4 is supplemented with the following:

(*****)

A separate measurement will not be made for the excavation and placement of quarry spalls on the outlet end of the 84 inch cmp. All associated costs to excavate and dispose of the material, haul and place the quarry spalls shall be included in the item "Plain St. Culv. Pipe 0.109 In. Th. 84 Inch Diam." in the Bid Proposal.

7-02.5, Payment

Section 7-02.5 is supplemented with the following:

(*****)

"Commercial Concrete for Headwall", per cubic yard.

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

**DIVISION 8
MISCELLANEOUS CONSTRUCTION**

SECTION 8-01, EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.3, Construction Requirements

Section 8-01.3 is supplemented with the following:

8-01.3(1)A, Submittals

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

(*****)

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

8-01.3(2), Seeding, Fertilizing, and Mulching

Seeding and Fertilizing

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

(*****)

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

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

Fertilizer

(*****)

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

Total Nitrogen as N – 11.5 pounds per acre.

Pot Ash – 5 pounds per acre.

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

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

8-01.3(2)D, Mulching

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

(*****)

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

8-01.4, Measurement

Section 8-01.4 is supplemented with the following:

(*****)

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

(*****)

There is no measurement for the TESC plan.

8-01.5, Payment

Section 8-01.5 is supplemented with the following:

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

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

(*****)

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

SECTION 8-02, ROADSIDE RESTORATION

8-02.1 Description

Section 8-02.1 is supplemented with the following:

(*****)

The Contractor shall over excavate the cut slope 1.0 foot below the finish grade from the back of ditch to the top of slope from Sta 121+00 to 137+00 on the right side, then furnish, spread, and cultivate straw mulch at a rate of 2,500 lbs/acre into the excavated area. Once the straw mulch has been cultivated the contractor shall furnish, place, and compact 1.0 foot of clean Topsoil Type B or Type C in two 6 inch lifts, then spread and cultivate a second layer of straw mulch at a rate of 2,500 lbs/acre. Once the finish grade cut slope has been restored the Contractor shall walk the slope with track equipment.

The Contractor is provided two methods, Method A or Method B, described below, for excavating/disposing of slope material, furnishing the topsoil, and performing the work as outlined above.

8-02.3, Construction Requirements

8-02.3(4)B, Topsoil Type B

Section 8-02.3(4)B is supplemented with the following:

(*****)

Method A – Topsoil Type B: The excavated material from the cut slope may be used as roadway embankment or hauled and stockpiled at the County stockpile site SP-185. The Contractor shall salvage and stockpile clean native material free from debris, rock, etc. from the roadway prism to be used as the replacement topsoil. The Engineer and Contractor will determine the areas from which this material will be salvaged.

8-02.3(4)C, Topsoil Type C

Section 8-02.3(4)C is supplemented with the following:

(*****)

Method B – Topsoil Type C: The excavated material from the cut slope may be used as roadway embankment or hauled and stockpiled at the County stockpile site SP-185. The replacement topsoil shall be clean native material furnished from a source provided by the Contractor outside of the County owned right-of-way. The Topsoil Type C shall be free from debris, rock, etc. and approved by the Engineer prior to placement.

(*****)

Straw Mulch

Straw mulch shall be applied in two separate layers, each layer the rate shall be applied evenly at 2,500 lbs/acre and cultivated into the soil. Straw mulch shall be furnished from a clean irrigated farm. The Contractor shall submit to the Engineer documentation on the Straw mulch supplier for approval prior to placement.

8-02.4, Measurement

Section 8-02.4 is supplemented with the following:

(*****)

Measurement for the work as specified will be by the neat line cubic yard of topsoil placed.

8-02.5, Payment

Section 8-02.5 is supplemented with the following:

(*****)

Method A or Method B, whichever the Contractor chooses, shall be full pay for all material, labor, and equipment to perform the work specified and shall be paid for as follows:

“Slope Restoration, per cubic yard”.

The following is provided for the Contractors estimating purposes:

Slope restoration area Sta 121+00 to 137+00 Rt.	1.44 acre
Estimated raw material to be excavated	2,325 c.y.
Estimated finished compacted topsoil	3,230 c.y.

SECTION 8-21, PERMANENT SIGNING

8-21.1, Description

Section 8-21.1 is supplemented with the following:

(*****)

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

8-21.3, Construction Requirements

8-21.3 (4) Sign Removal

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

(*****)

Roadway regulatory and warning signs owned by the Contracting Agency that need to be relocated during construction will be removed and reset by the County. The Contractor shall notify the Contracting Agency a minimum of 5 working days prior to the need for removal of signs.

Contracting Agency contacts are as follows:

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

SECTION 8-22, PAVEMENT MARKING

8-22.3, Construction Requirements

Section 8-22.3 is supplemented with the following:

(*****)

The Benton County Engineer will determine the final center paint line type. The Contractor shall notify Marty Groom or Bryan Thorp of the Benton County Public Works 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.

**DIVISION 9
MATERIALS**

SECTION 9-03, AGGREGATES

9-03.8, Aggregates for Hot Mix Asphalt

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

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

ESAL's

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

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

Delete Item 1 and replace it with the following:

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

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

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

(April 1, 2013)
Standard Plans

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 12-050, effective August 6, 2012 is made a part of this contract.

The Standard Plans are revised as follows:

A-50.10

Sheet 2 of 2, Plan, with Single Slope Barrier, reference C-14a is revised to C-70.10

A-50.20

Sheet 2 of 2, Plan, with Anchored Barrier, reference C-14a is revised to C-70.10

A-50.30

Sheet 2 of 2, Plan (top), reference C-14a is revised to C-70.10

B-10.20 and B10.40

Substitute “step” in lieu of “handhold” on plan

B-25.20

Add Note 7. See Standard Specification Section 8-04 for Curb and Gutter requirements

B-90.40

Offset & Bend details, add the subtitle, “Plan View” above titles

C-5

Deleted

C-13

Deleted

C-13a

Deleted

C-13b

Deleted

C-13c

Deleted

C-14a

Deleted

C-14b

Deleted

C-14c

Deleted

C-14d
Deleted

C-14e
Deleted

C-15a
Deleted

C-15b
Deleted

C-16a
Note 1, reference C-28.40 is revised to C-20.10

C-16b
Note 3, reference C-28.40 is revised to C-20.10

C-28.40
Deleted

C-70.10-00
Elevation, and Barrier Connection Detail, callout for premolded joint filler, revise ¼” to 3/8” Note 1, revise ¼” to 3/8”.

The Welded Wire Reinforcing Substitution Option Table is deleted. The note, “*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07” is revised to read: “Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3.”

C-75.10-00
Elevation, callout for premolded joint filler, revise ¼” to 3/8”, Note 1, revise ¼” to 3/8”.
The Welded Wire Reinforcing Substitution Option Table is deleted. The note, “*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07” is revised to read: “Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3.”

C-75.20-00
Elevation, callout for premolded joint filler, revise ¼” to 3/8”, Note 1, revise ¼” to 3/8”.
The Welded Wire Reinforcing Substitution Option Table is deleted. The note, “*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07” is revised to read: “Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3.”

C-75.30-00
Elevation, and Plan views, callout for premolded joint filler, revise ¼” to 3/8””, Note 1, revise ¼” to 3/8”.
The Welded Wire Reinforcing Substitution Option Table is deleted. The note, “*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-

10 and 9-07” is revised to read: “Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3.”

C-80.10-00

The Welded Wire Reinforcing Substitution Option Table is deleted. The note, “*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07” is revised to read: “Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3.”

C-80.20-00

The Welded Wire Reinforcing Substitution Option Table is deleted. The note, “*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07” is revised to read: “Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3.”

C-80.30-00

The Welded Wire Reinforcing Substitution Option Table is deleted. The note, “*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07” is revised to read: “Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3.”

C-80.40-00

The Welded Wire Reinforcing Substitution Option Table is deleted. The note, “*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07” is revised to read: “Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3.”

C-85.14

General Notes, Note 1, reference to Standard Plan C-13 is revised to C-70.10

C-85.15

General Notes, Note 2, reference to Standard Plan C-13 is revised to C-70.10

C-85.16

General Notes, Note 1, reference to Standard Plan C-13 is revised to C-70.10

C-85.18

General Notes, Note 1, reference to Standard Plan C-13 is revised to C-70.10

C-85.20

General Notes, Note 3, reference to Standard Plan C-13 is revised to C-70.10

D-3

Deleted

D-3.10

Key Note 7, reference to 1130.04(5).06 is revised to 730.05(5)

F-10.12

Note 1. See Standard Plan F-30.10 for Curb Expansion and Contraction Joint spacing. Is revised to read; "See Standard Plan F-30.10 for Curb Expansion and Contraction Joint spacing and see Standard Specification section 8-04 and 9-04 for additional requirements."

F-10.62

Plan Title, Precast Concrete Sloped Mountable Curb is revised to read; "Precast Sloped Mountable Curb"

F-10.64

Plan Title, Plan Title, Precast Concrete Dual Faced Sloped Mountable Curb is revised to read; "Precast Dual Faced Sloped Mountable Curb"

G-24.50

Detail B, callout, "Nylon Washer ~ When sign face has Type 3 or 4 sheeting" is revised to read; Nylon Washer ~ When sign face has Type 3, 4, 8 or 9 sheeting"

G-30.10

Sheet 2, "Sign Installation on Signal or Light Standard" detail, "7'-0" Min."(2x) dimension(s) revised to read 7'-0"

G-50.10

Sheet 2, Diamond-Shaped Sign detail, dimension, "More than 36" is revised to read; More than 30"

G-60.20

Side View, callout, "Anchor Rod ~ 1-3/4" Diam. x 4'-4" Threaded 8" Min. Each End; W/ 2 Washers & 4 Heavy Hex Nuts ~ Galvanize Exposed Anchor Rod End for 1'-0" Min." is revised to read; "Anchor Rod ~ 1-3/4" Diam. x 4'-4" Threaded 8" Min. Each End; W/ 2 Washers & 6 Heavy Hex Nuts ~ Galvanize Exposed Anchor Rod End for 1'-0" Min."

G-60.30

End View, callout, "Anchor Rod ~ 1-3/4" Diam. x 4'-4" Threaded 8" Min. Each End; W/ 2 Washers & 4 Heavy Hex Nuts ~ Galvanize Exposed Anchor Rod End for 1'-0" Min." is revised to read; "Anchor Rod ~ 1-3/4" Diam. x 4'-4" Threaded 8" Min. Each End; W/ 2 Washers & 6 Heavy Hex Nuts ~ Galvanize Exposed Anchor Rod End for 1'-0" Min."

H-70.20

Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard Plan I-70.10 is revised to H-70.10

I-60.10

Deleted

I-60.20

Deleted

J-1f

Deleted

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

Deleted

J-12

Deleted

J-10.10

Note 2. The contractor shall install the conduits in the locations shown. Conduits shall extend 2" min. above the coupling. The conduit containing unfused utility conductors shall extend into the utility chase is revised to read:

"The contractor shall install the conduits in the locations shown. Conduits shall extend 2" min. above the coupling. The grounded end bushing on GRS conduit and the end bell bushing on PVC conduit shall extend 3" max. above the coupling. The conduit containing unfused utility conductors shall extend into the utility chase."

Note 4. The cabinets shall be attached to the foundation with 4 each: 1/2" x 12" x 2" x 4" hot dip galv. anchor bolts, washers, and nuts. Stainless steel epoxy anchors may be used as an alternative, and shall be 1/2" diam. x 9", or 5/8" diam. x 8". Bolts shall extend 1 1/2" min. to 2" max. above the concrete pad is revised to read:

"The cabinets shall be attached to the foundation with 4 each: 1/2" x 12" x 2" x 4" anchor bolts, washers, and nuts conforming to Section 9-06.5(1) and galvanized after fabrication in accordance with AASHTO M 232. Stainless steel epoxy anchors may be used as an alternative, and shall be 1/2" diameter x 9", or 5/8" diameter x 8". Threaded Rod (conforming to ASTM F 593), washers (conforming to ASTM A 240), and nuts (conforming to ASTM F 594), all shall be Type 304 stainless steel. Bolts shall extend 1 1/2" min. to 2" max. above the concrete pad."

J-10.15

ANCHOR BOLT detail, callout – ASTM A307 with washer and nut – Galvanized per AASHTO M 232 is revised to read; "Anchor bolts, washers, and nuts conforming to Section 9-06.5(1) and galvanized after fabrication in accordance with AASHTO M 232 "

J-15.10

Elevation View (3x), Depth dimension, reads; "Depth ~ See Std. Spec. 9-20.3(14)E and Contract", revised to read; "Depth ~ See Std. Spec. 8-20.3(13)A and Contract"

J-15.15

General Notes, Note 3, reference to Standard Plan J-7c is revised to J-27.15

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

Detail A, add callout, 3/4" Thick Grout (Four sides)

J-20.11

Section B, add callout, 3/4" Thick Grout (Four sides)

J-40.30

Section A, dimension, "18" Min. from top of soil surface" is revised to read; 24" Min. from top of soil surface. Callout, "Gravel Pad" is revised to read; Crushed Surfacing ~ Per Standard Spec. Section 9-03.9(3)

J-50.16

Deleted

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

J-90.10

Section B, callout, "Hardware Mounting Rack ~ S. S. 1-5/8" Slotted Channel" is revised to read: "Hardware Mounting Rack (Typ.) ~ Type 304 S. S. 1-5/8" Slotted Channel"

J-90.20

Section B, callout, "Hardware Mounting Rack (Typ.) ~ S. S. 1-5/8" Slotted Channel" is revised to read: "Hardware Mounting Rack (Typ.) ~ Type 304 S. S. 1-5/8" Slotted Channel"

K-80.30

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

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

A-10.10-00.....8/7/07	A-30.35-00.....10/12/07	A-50.20-01.....9/22/09
A-10.20-00.....10/5/07	A-40.00-00.....8/11/09	A-50.30-00.....11/17/08
A-10.30-00.....10/5/07	A-40.10-02.....6/2/11	A-50.40-00.....11/17/08
A-20.10-00.....8/31/07	A-40.15-00.....8/11/09	A-60.10-01.....10/14/09
A-30.10-00.....11/8/07	A-40.20-01.....2/7/12	A-60.20-02.....6/2/11
A-30.15-00.....11/8/07	A-40.50-01.....6/2/11	A-60.30-00.....11/8/07
A-30.30-01.....6/16/11	A-50.10-00.....11/17/08	A-60.40-00.....8/31/07
B-5.20-01.....6/16/11	B-30.50-01.....4/26/12	B-75.20-01.....6/10/08
B-5.40-01.....6/16/11	B-30.70-03.....4/26/12	B-75.50-01.....6/10/08
B-5.60-01.....6/16/11	B-30.80-00.....6/8/06	B-75.60-00.....6/8/06
B-10.20-01.....2/7/12	B-30.90-01.....9/20/07	B-80.20-00.....6/8/06
B-10.40-00.....6/1/06	B-35.20-00.....6/8/06	B-80.40-00.....6/1/06
B-10.60-00.....6/8/06	B-35.40-00.....6/8/06	B-82.20-00.....6/1/06
B-15.20-01.....2/7/12	B-40.20-00.....6/1/06	B-85.10-01.....6/10/08
B-15.40-01.....2/7/12	B-40.40-01.....6/16/10	B-85.20-00.....6/1/06
B-15.60-01.....2/7/12	B-45.20-00.....6/1/06	B-85.30-00.....6/1/06
B-20.20-02.....3/16/12	B-45.40-00.....6/1/06	B-85.40-00.....6/8/06
B-20.40-03.....3/16/12	B-50.20-00.....6/1/06	B-85.50-01.....6/10/08
B-20.60-03.....3/15/12	B-55.20-00.....6/1/06	B-90.10-00.....6/8/06
B-25.20-01.....3/15/12	B-60.20-00.....6/8/06	B-90.20-00.....6/8/06
B-25.60-00.....6/1/06	B-60.40-00.....6/1/06	B-90.30-00.....6/8/06
B-30.10-01.....4/26/12	B-65.20-01.....4/26/12	B-90.40-00.....6/8/06
B-30.20-02.....4/26/12	B-65.40-00.....6/1/06	B-90.50-00.....6/8/06
B-30.30-01.....4/26/12	B-70.20-00.....6/1/06	B-95.20-01.....2/3/09
B-30.40-01.....4/26/12	B-70.60-00.....6/1/06	B-95.40-00.....6/8/06
C-1.....6/16/11	C-6.....5/30/97	C-23.60-02.....6/21/12
C-1a.....10/14/09	C-6a.....10/14/09	C-24.10-00.....7/12/12
C-1b.....6/16/11	C-6c.....1/6/00	C-25.18-03.....7/2/12
C-1c.....5/30/97	C-6d.....5/30/97	C-25.20-05.....7/2/12
C-1d.....10/31/03	C-6f.....7/25/97	C-25.22-04.....7/2/12
C-2.....1/6/00	C-7.....6/16/11	C-25.26-02.....7/2/12
C-2a.....6/21/06	C-7a.....6/16/11	C-25.80-02.....7/2/12
C-2b.....6/21/06	C-8.....2/10/09	C-40.14-02.....7/2/12
C-2c.....6/21/06	C-8a.....7/25/97	C-40.16-02.....7/2/12
C-2d.....6/21/06	C-8b.....6/27/11	C-40.18-02.....7/2/12
C-2e.....6/21/06	C-8e.....2/21/07	C-70.10-00.....4/8/12

C-2f.....3/14/97	C-8f.....6/30/04	C-75.10-00.....4/8/12
C-2g.....7/27/01	C-10.....6/3/10	C-75.20-00.....4/8/12
C-2h.....3/28/97	C-16a.....6/3/10	C-75.30-00.....4/8/12
C-2i.....3/28/97	C-16b.....6/3/10	C-80.10-00.....4/8/12
C-2j.....6/12/98	C-20.10-00.....7/2/12	C-80.20-00.....4/8/12
C-2k.....7/27/01	C-20.14-02.....7/2/12	C-80.30-00.....4/8/12
C-2n.....7/27/01	C-20.15-01.....7/2/12	C-80.40-00.....4/8/12
C-2o.....7/13/01	C-20.18-01.....7/2/12	C-80.50-00.....4/8/12
C-2p.....10/31/03	C-20.19-01.....7/2/12	C-85.10-00.....4/8/12
C-3.....6/27/11	C-20.40-03.....7/2/12	C-85.11-00.....4/8/12
C-3a.....10/4/05	C-20.42-03.....7/2/12	C-85.14-00.....6/16/11
C-3b.....6/27/11	C-20.45.01.....7/2/12	C-85.15-00.....6/16/11
C-3c.....6/27/11	C-22.14-02.....6/16/11	C-85.16-00.....6/16/11
C-4b.....6/8/06	C-22.16-03.....4/18/12	C-85.18-00.....6/16/11
C-4e.....2/20/03	C-22.40-02.....6/16/10	C-85.20-00.....6/16/11
C-4f.....7/2/12	C-22.45.00.....6/16/11	C-90.10-00.....7/3/08
D-2.04-00.....11/10/05	D-2.48-00.....11/10/05	D-3.17-01.....5/17/12
D-2.06-01.....1/6/09	D-2.64-01.....1/6/09	D-4.....12/11/98
D-2.08-00.....11/10/05	D-2.66-00.....11/10/05	D-6.....6/19/98
D-2.14-00.....11/10/05	D-2.68-00.....11/10/05	D-10.10-01.....12/2/08
D-2.16-00.....11/10/05	D-2.80-00.....11/10/05	D-10.15-01.....12/2/08
D-2.18-00.....11/10/05	D-2.82-00.....11/10/05	D-10.20-00.....7/8/08
D-2.20-00.....11/10/05	D-2.84-00.....11/10/05	D-10.25-00.....7/8/08
D-2.32-00.....11/10/05	D-2.86-00.....11/10/05	D-10.30-00.....7/8/08
D-2.34-01.....1/6/09	D-2.88-00.....11/10/05	D-10.35-00.....7/8/08
D-2.36-02.....1/6/09	D-2.92-00.....11/10/05	D-10.40-01.....12/2/08
D-2.42-00.....11/10/05	D-3.09-00.....5/17/12	D-10.45-01.....12/2/08
D-2.44-00.....11/10/05	D-3.10-00.....6/16/10	D-15.10-01.....12/2/08
D-2.60-00.....11/10/05	D-3.11-01.....3/15/12	D-15.20-02.....6/2/11
D-2.62-00.....11/10/05	D-3.15-01.....5/17/12	D-15.30-01.....12/02/08
D-2.46-00.....11/10/05	D-3.16-01.....5/17/12	
E-1.....2/21/07	E-4.....8/27/03	
E-2.....5/29/98	E-4a.....8/27/03	
F-10.12-02.....6/16/11	F-10.62-01.....9/05/07	F-40.15-01.....6/3/10
F-10.16-00.....12/20/06	F-10.64-02.....7/3/08	F-40.16-01.....6/3/10
F-10.18-00.....6/27/11	F-30.10-01.....6/3/10	F-45.10-01.....6/21/12
F-10.40-02.....6/21/12	F-40.12-01.....6/3/10	F-80.10-02.....3/15/12
F-10.42-00.....1/23/07	F-40.14-01.....6/3/10	
G-10.10-00.....9/20/07	G-24.60-01.....6/16/11	G-70.20-01.....6/27/11
G-20.10-00.....9/20/07	G-25.10-03.....3/15/12	G-70.30-01.....6/27/11
G-22.10-01.....7/3/08	G-30.10-01.....6/16/11	G-90.10-01.....5/11/11
G-24.10-00.....11/8/07	G-50.10-00.....11/8/07	G-90.20-01.....6/27/11
G-24.20-01.....2/7/12	G-60.10-01.....6/27/11	G-90.30-01.....6/2/11
G-24.30-01.....2/7/12	G-60.20-01.....6/27/11	G-90.40-01.....10/14/09
G-24.40-02.....2/7/12	G-60.30-01.....6/27/11	G-95.10-01.....6/2/11

G-24.50-01.....2/7/12

G-70.10-01.....6/27/11

G-95.20-02.....6/2/11

G-95.30-02.....6/2/11

H-10.10-00.....7/3/08

H-32.10-00.....9/20/07

H-70.10-01.....2/7/12

H-10.15-00.....7/3/08

H-60.10-01.....7/3/08

H-70.20-01.....2/16/12

H-30.10-00.....10/12/07

H-60.20-01.....7/3/08

H-70.30-02.....2/7/12

I-10.10-01.....8/11/09

I-30.40-00.....10/12/07

I-50.20-00.....8/31/07

I-30.10-01.....8/11/09

I-40.10-00.....9/20/07

I-80.10-01.....8/11/09

I-30.15-01.....2/7/12

I-40.20-00.....9/20/07

I-30.20-00.....9/20/07

I-50.10-00.....9/20/07

I-30.30-00.....9/20/07

J-3.....8/1/97

J-22.15-00.....10/14/09

J-40.30-02.....5/11/11

J-3b.....3/4/05

J-22.16-01.....6/3/10

J-40.35-00.....3/15/12

J-3c.....6/24/02

J-26.10-02.....3/15/12

J-40.36-00.....6/3/10

J-3d.....11/5/03

J-26.15-01.....5/17/12

J-40.37-00.....6/3/10

J-10.....7/18/97

J-27.10-00.....3/15/12

J-40.38-00.....6/16/11

J-10.10-01.....5/11/11

J-27.15-00.....3/15/12

J-50.10-00.....6/3/11

J-10.15-00.....7/2/12

J-28.10-01.....5/11/11

J-50.11-00.....6/3/11

J-15.10-00.....5/8/12

J-28.22-00.....8/07/07

J-50.12-00.....6/3/11

J-15.15-00.....6/16/10

J-28.24-00.....8/07/07

J-50.15-00.....6/3/11

J-16b.....2/10/09

J-28.26-01.....12/02/08

J-50.20-00.....6/3/11

J-16c.....2/10/09

J-28.30-02.....6/27/11

J-50.25-00.....6/3/11

J-20.10-01.....7/12/12

J-28.40-01.....10/14/09

J-50.30-00.....6/3/11

J-20.11-00.....7/12/12

J-28.42-00.....8/07/07

J-60.05-00.....6/16/11

J-20.15-01.....7/12/12

J-28.45-01.....6/27/11

J-60.13-00.....6/16/10

J-20.16-01.....7/12/12

J-28.50-02.....6/2/11

J-60.14-00.....6/16/10

J-20.20-01.....7/12/12

J-28.60-01.....6/2/11

J-75.10-01.....5/11/11

J-20.26-01.....7/12/12

J-28.70-01.....5/11/11

J-75.20-00.....2/10/09

J-21.10-02.....6/27/11

J-29.10-00.....6/27/11

J-75.30-01.....5/11/11

J-21.15-00.....10/14/09

J-29.15-00.....6/27/11

J-75.40-00.....10/14/09

J-21.16-00.....10/14/09

J-29.16-00.....6/27/11

J-75.45-00.....10/14/09

J-21.17-00.....10/14/09

J-40.10-02.....5/11/11

J-90.10-01.....6/27/11

J-21.20-00.....10/14/09

J-40.20-01.....5/17/12

J-90.20-01.....6/27/11

K-10.20-01.....10/12/07

K-26.40-01.....10/12/07

K-40.60-00.....2/15/07

K-10.40-00.....2/15/07

K-30.20-00.....2/15/07

K-40.80-00.....2/15/07

K-20.20-01.....10/12/07

K-30.40-01.....10/12/07

K-55.20-00.....2/15/07

K-20.40-00.....2/15/07

K-32.20-00.....2/15/07

K-60.20-02.....7/3/08

K-20.60-00.....2/15/07

K-32.40-00.....2/15/07

K-60.40-00.....2/15/07

K-22.20-01.....10/12/07

K-32.60-00.....2/15/07

K-70.20-00.....2/15/07

K-24.20-00.....2/15/07

K-32.80-00.....2/15/07

K-80.10-00.....2/21/07

K-24.40-01.....10/12/07

K-34.20-00.....2/15/07

K-80.20-00.....12/20/06

K-24.60-00.....2/15/07

K-36.20-00.....2/15/07

K-80.30-00.....2/21/07

K-24.80-01.....10/12/07

K-40.20-00.....2/15/07

K-80.35-00.....2/21/07

K-26.20-00.....2/15/07

K-40.40-00.....2/15/07

K-80.37-00.....2/21/07

L-10.10-02.....6/21/12
L-20.10-02.....6/21/12
L-30.10-01.....6/16/11

L-40.10-02.....6/21/12
L-40.15-01.....6/16/11
L-40.20-02.....6/21/12

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

M-1.20-02.....6/3/11
M-1.40-02.....6/3/11
M-1.60-02.....6/3/11
M-1.80-03.....6/3/11
M-2.20-02.....6/3/11
M-3.10-03.....6/3/11
M-3.20-02.....6/3/11
M-3.30-03.....6/3/11
M-3.40-03.....6/3/11
M-3.50-02.....6/3/11
M-5.10-02.....6/3/11
M-7.50-01.....1/30/07
M-9.50-01.....1/30/07

M-9.60-00.....2/10/09
M-11.10-01.....1/30/07
M-15.10-01.....2/6/07
M-17.10-02.....7/3/08
M-20.10-02.....6/3/11
M-20.20-01.....1/30/07
M-20.30-02.....10/14/09
M-20.40-02.....6/3/11
M-20.50-02.....6/3/11
M-24.20-01.....5/31/06
M-24.40-01.....5/31/06
M-24.50-00.....6/16/11
M-24.60-03.....5/11/11

M-40.10-02.....5/11/11
M-40.20-00...10/12/07
M-40.30-00.....9/20/07
M-40.40-00.....9/20/07
M-40.50-00.....9/20/07
M-40.60-00.....9/20/07
M-60.10-01.....6/3/11
M-60.20-02.....6/27/11
M-65.10-02.....5/11/11
M-80.10-01.....6/3/11
M-80.20-00.....6/10/08
M-80.30-00.....6/10/08