

**DIVISION 1
GENERAL REQUIREMENTS**

DESCRIPTION OF WORK

(March 13, 1995)

This contract provides for the improvement of *** Helmick Road *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

(*****)

This project consists of rebuilding approximately 6800 feet of Helmick Road between SR 20 and Nuwaha-Ah Lane (entry to the Upper Skagit Indian Tribal lands), installation of a 150 foot concrete bridge, improvements at the intersection of SR 20 and Helmick Road and creek channel improvements.

The street improvements include removing the old roadway, grading along new centerline, widening roadway to provide 8 foot and 6 foot paved shoulders, installing curb and gutter, guardrail, pavement markings and signing, erosion control, and traffic control. Storm drainage and water quality systems will also be installed as part of the road improvements. The pre-stressed concrete bridge will be installed in Helmick Road at the Red Creek crossing. Bridge work will include excavation, installation of concrete pilings and abutment structures, providing and installing pre-stressed concrete girders, concrete bridge decking, and traffic barriers. SR 20 intersection improvements include roadway widening for auxiliary lanes, pavement markings, signs and illumination. The work in portions of Red Creek and Dairy Tributary related to the restoration and mitigation includes: 1) excavating a new channel upstream of Helmick Road to the historic stream elevation, 2) placing streambed cobbles through the Red Creek road prism and beyond, 3) placing logs along both Red Creek and Dairy Tributary, and 4) excavating a channel for Dairy Tributary through a field east of Helmick Road, and 5) tie in the new Dairy Tributary channel with Red Creek.

1-01.3 DEFINITIONS

(October 1, 2005 APWA GSP)

This Section is supplemented with the following:

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

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

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

Additive

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

1 Alternate

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

5
6 Contract Documents

7 See definition for "Contract".

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

10
11 Dates

12 Bid Opening Date

13 The date on which the Contracting Agency publicly opens and reads the bids.

14
15 Award Date

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

18
19 Contract Execution Date

20 The date the Contracting Agency officially binds the agency to the contract.

21
22 Notice to Proceed Date

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

24
25 Substantial Completion Date

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

30
31 Contract Completion Date

32 The date by which the work is contractually required to be physically completed. The
33 Contract Completion Date will be stated in the Notice to Proceed. Revisions of this date will
34 be authorized in writing by the Engineer whenever there is an extension to the contract
35 time.

36
37 Physical Completion Date

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

41
42 Completion Date

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

47
48 Final Acceptance Date

49 The date on which the Contracting Agency accepts the work as complete.

50
51 Notice of Award

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

1
2 Notice to Proceed

3 The written notice from the Contracting Agency or Engineer to the Contractor authorizing
4 and directing the Contractor to proceed with the work and establishing the date on which
5 the contract time begins.
6

7 Traffic

8 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and
9 equestrian traffic.
10

11 **BID PROCEDURES AND CONDITIONS**

12 **1-02.1 PREQUALIFICATION OF BIDDERS**

13
14 Delete this Section and replace it with the following:

15 ***1-02.1 Qualifications of Bidder***

16 (October 1, 2005 APWA GSP)

17
18 Bidders shall be qualified by experience, financing, equipment, and organization to do the
19 work called for in the Contract Documents. The Contracting Agency reserves the right to
20 take whatever action it deems necessary to ascertain the ability of the bidder to perform
21 the work satisfactorily.
22

23 **1-02.2 PLANS AND SPECIFICATIONS**

24 (October 1, 2005 APWA GSP)

25
26 Delete this section and replace it with the following:

27
28 Information as to where Bid Documents can be obtained or reviewed will be found in the
29 Call for Bids (Advertisement for Bids) for the work.

30
31 After award of the contract, plans and specifications will be issued to the Contractor at no
32 cost as detailed below:

33 To Prime Contractor	34 No. of Sets	35 Basis of Distribution
36 Reduced plans (11" x 17") 37 and Contract Provisions	38 6	39 Furnished automatically 40 upon award.
41 Large plans (22" x 34") 42 and Contract Provisions	43 2	44 Furnished only upon 45 request.

46
47 Additional plans and Contract Provisions may be purchased by the Contractor by payment
48 of the cost stated in the Call for Bids.

49 **(MARCH 13, 1995)**

50 **EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF WORK**

51 Section 1-02.4, is supplemented with the following:

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

Skagit County Public Works Dept.
1800 Continental Place, Mount Vernon WA 98273-5625
Telephone (360) 336-9400

1-02.5 PROPOSAL FORMS

(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

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

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

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

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

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

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any D/M/WBE requirements are to be satisfied through such an agreement.

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

1-02.7 BID DEPOSIT

October 1, 2005 APWA GSP

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;

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

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

(6/30/05) Sk. Co.

Section 1-02.7 is supplemented with the following:

All bidders must complete and include with their submittal the Proposal Bond form included in the Bid Proposal.

1-02.9 DELIVERY OF PROPOSAL

(October 1, 2005 APWA GSP)

Revise the first paragraph to read:

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

PUBLIC OPENING OF PROPOSAL

(1/10/06) Sk. Co.

Section 1-02.12 is supplemented with the following:

Sealed bids shall be received at one of the locations and before the time specified in the call for bids.

1-02.13 IRREGULAR PROPOSALS

(October 1, 2005 APWA GSP)

Revise item 1 to read:

1. A proposal will be considered irregular and will be rejected if:
 - a. The bidder is not prequalified when so required;
 - b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;

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

1-02.14 DISQUALIFICATION OF BIDDERS

(October 1, 2005 APWA GSP)

Revise this section to read:

A bidder may be deemed not responsible and the proposal rejected if:

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

1 9. A bidder is not authorized to do business in the State of Washington (not registered in
2 accordance with RCW 18.27);

3
4 10. There are any other reasons deemed proper by the Contracting Agency.

5
6 **1-02.15 PRE AWARD INFORMATION**

7 (October 1, 2005 APWA GSP)

8
9 Revise this section to read:

10
11 Before awarding any contract, the Contracting Agency may require one or more of these
12 items or actions of the apparent lowest responsible bidder:

- 13
14 1. A complete statement of the origin, composition, and manufacture of any or all
15 materials to be used,
16
17 2. Samples of these materials for quality and fitness tests,
18
19 3. A progress schedule (in a form the Contracting Agency requires) showing the order of
20 and time required for the various phases of the work,
21
22 4. A breakdown of costs assigned to any bid item,
23
24 5. Attendance at a conference with the Engineer or representatives of the Engineer,
25
26 6. Obtain, and furnish a copy of, a business license to do business in the city or county
27 where the work is located.
28
29 7. A copy of State of Washington Contractor's Registration, or
30
31 8. Any other information or action taken that is deemed necessary to ensure that the
32 bidder is the lowest responsible bidder.

33
34 **AWARD AND EXECUTION OF CONTRACT**

35
36 **1-03.1 CONSIDERATION OF BIDS**

37 (October 1, 2005 APWA GSP)

38
39 Revise the first paragraph to read:

40
41 After opening and reading proposals, the Contracting Agency will check them for
42 correctness of extensions of the prices per unit and the total price. If a discrepancy exists
43 between the price per unit and the extended amount of any bid item, the price per unit will
44 control. The total of extensions, corrected where necessary, including sales taxes where
45 applicable and such additives and/or alternates as selected by the Contracting Agency, will
46 be used by the Contracting Agency for award purposes and to fix the Awarded Contract
47 Price amount and the amount of the contract bond.

48
49 **1-03.3 EXECUTION OF CONTRACT**

50 (October 1, 2005 APWA GSP)

51
52 Revise this section to read:

1 Copies of the Contract Provisions, including the unsigned Form of Contract, will be
2 available for signature by the successful bidder on the first business day following award.
3 The number of copies to be executed by the Contractor will be determined by the
4 Contracting Agency.
5

6 Within 10 calendar days after the award date, the successful bidder shall return the signed
7 Contracting Agency-prepared contract, an insurance certification as required by Section 1-
8 07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of
9 the contract by the Contracting Agency, the successful bidder shall provide any pre-award
10 information the Contracting Agency may require under Section 1-02.15.
11

12 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting
13 Agency nor shall any work begin within the project limits or within Contracting Agency-
14 furnished sites. The Contractor shall bear all risks for any work begun outside such areas
15 and for any materials ordered before the contract is executed by the Contracting Agency.
16

17 If the bidder experiences circumstances beyond their control that prevents return of the
18 contract documents within the 10 calendar days after the award date stated above, the
19 Contracting Agency may grant up to a maximum of 10 additional calendar days for return
20 of the documents, provided the Contracting Agency deems the circumstances warrant it.
21

22 **1-03.4 CONTRACT BOND**

23 (October 1, 2005 APWA GSP)
24

25 Revise the first paragraph to read:
26

27 The successful bidder shall provide an executed contract bond for the full contract amount.
28 This contract bond shall:
29

- 30 1. Be on a Contracting Agency-furnished form;
31
- 32 2. Be signed by an approved surety (or sureties) that:
33
 - 34 a. Is registered with the Washington State Insurance Commissioner, and
 - 35 b. Appears on the current Authorized Insurance List in the State of Washington
36 published by the Office of the Insurance Commissioner,
- 37 3. Be conditioned upon the faithful performance of the contract by the Contractor within
38 the prescribed time;
39
- 40 4. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency
41 against any claim of direct or indirect loss resulting from the failure:
42
 - 43 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
44 subcontractors of the Contractor) to faithfully perform the contract, or
 - 45 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
46 Contractor) to pay all laborers, mechanics, subcontractors, lower tier
47 subcontractors, materialperson, or any other person who provides supplies or
48 provisions for carrying out the work;
49
- 50 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the
51 bond; and
52

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

7 **SCOPE OF THE WORK**

8 9 **1-04.2 COORDINATION OF CONTRACT DOCUMENTS, PLANS, SPECIAL** 10 **PROVISIONS, SPECIFICATIONS, AND ADDENDA** 11 (October 1, 2005 APWA GSP) 12

13 Revise the second paragraph to read:

14
15 Any inconsistency in the parts of the contract shall be resolved by following this order of
16 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
17

- 18 1. Addenda,
- 19 2. Proposal Form,
- 20 3. Special Provisions, including APWA General Special Provisions, if they are included,
- 21 4. Contract Plans,
- 22 5. Amendments to the Standard Specifications,
- 23 6. WSDOT/APWA Standard Specifications for Road, Bridge and Municipal Construction,
- 24 7. Contracting Agency's Standard Plans (if any), and
- 25 8. WSDOT/APWA Standard Plans for Road, Bridge, and Municipal Construction.
26

27 **(APRIL 4, 2005)**

28 **PROCEDURE AND PROTEST BY THE CONTRACTOR**

29 Section 1-04.5 is deleted in its entirety and replaced with the following:
30

31 The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a
32 separate acceptance, or (3) not protesting in the way this section provides. A change order
33 that is not protested as provided in this section shall be full payment and final settlement of
34 all claims for contract time and for all costs of any kind, including costs of delays, related to
35 any work either covered or affected by the change. By not protesting as this section
36 provides, the Contractor also waives any additional entitlement and accepts from the
37 Engineer any written or oral order (including directions, instructions, interpretations, and
38 determinations).
39

40 If in disagreement with anything required in a change order, another written order, or an
41 oral order from the Engineer, including any direction, instruction, interpretation, or
42 determination by the Engineer, the Contractor shall:
43

- 44 1. Immediately give a signed written notice of protest to the Project Engineer or the
45 Project Engineer's field inspectors before doing the work;
- 46
47 2. Supplement the written protest within 30 calendar days with a written statement
48 and supporting documents providing the following:
49
50 a. The date and nature of the protested order, direction, instruction,
51 interpretation or determination;

- b. A full discussion of the circumstances which caused the protest, including names of persons involved, time, duration and nature of the work involved, and a review of the plans and provisions referenced to support the protest;
- c. The estimated dollar cost, if any, of the protested work and a detailed breakdown showing how that estimate was determined; and
- d. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and
- e. If the protest is continuing, the information required above shall be supplemented monthly until the protest is resolved.

Throughout any protested work, the Contractor shall keep complete records of extra costs and time incurred. The Contractor shall permit the Engineer access to these and any other records related to the protested work as determined by the Engineer.

The Engineer will evaluate all protests provided the procedures in this section are followed. If the Engineer determines that a protest is valid, the Engineer will adjust payment for work or time by an equitable adjustment in accordance with Section 1-09.4. Extensions of time will be evaluated in accordance with Section 1-08.8. No adjustment will be made for an invalid protest.

If the Engineer determines that the protest is invalid, that determination, with an explanation, shall be provided in writing to the Contractor. The determination will be provided within seven calendar days after receipt of the Contractor's supplemental written statement described in item 2 above.

If the Contractor does not accept the Engineer's determination, either party may refer the dispute to a Disputes Review Board. If the parties mutually agree, the protest may be defaulted to Section 1-09.11(2), Claims, bypassing the Disputes Review Board process.

In spite of any protest, the Contractor shall proceed promptly with the work as the Engineer orders.

By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work.

Disputes Review Board

In order to assist in the resolution of disputes arising out of the work of this project, the contract provides for the establishment of a Disputes Review Board, hereinafter called the "Board." The Board is created as part of the disputes resolution process to be utilized when normal Contracting Agency-Contractor dispute resolution is unsuccessful and prior to the filing of a Section 1-09.11(2) claim.

The Board will consider disputes referred to it and furnish recommendations to the Contracting Agency and Contractor to assist in the resolution of the differences between them. The purpose of the Board response to such issues is to provide nonbinding findings and recommendations designed to expose the disputing parties to an independent view of the dispute.

The Board members will be especially knowledgeable in the type of construction involved in the Project and shall discharge their responsibilities impartially and independently

1 considering the facts and conditions related to the matters under consideration and the
2 provisions of the Contract .
3

4 The Board shall consist of one member selected by the Contracting Agency and one
5 member selected by the Contractor, with these two members to select the third member.
6 The first two members shall be mutually acceptable to both the Contracting Agency and the
7 Contractor. If one or both of the two members selected are not acceptable to the
8 Contracting Agency or Contractor, another selection shall be made.
9

10 The Contracting Agency and Contractor shall each select their member and negotiate an
11 agreement, separate and apart from this contract, with their respective Board member
12 within the first 60 calendar days after execution of the contract. The agreements with these
13 two Board members shall contain language imposing the "Scope of Work" and "Suggested
14 Administrative Procedures" included in the Appendix to the Special Provisions. These
15 negotiated agreements shall also include clauses that require the respective selected
16 members to immediately pursue selection of a third member. The goal is to obtain a third
17 Board member who will complement the first two by furnishing a needed expertise, which
18 will facilitate the Board's operations. The Contracting Agency has entered into "standby"
19 agreements with a number of potential third members. The qualifications of these potential
20 members have been reviewed and deemed acceptable by both the State of Washington
21 Department of Transportation and the Associated General Contractors of Washington. The
22 names of these potential members will be provided to the first two members for
23 consideration. If a selection can be made from the standby list, then the Board may be
24 immediately seated with the execution of a task order under the corresponding standby
25 agreement. Should the first two members decide to select a third member not on the list of
26 standby candidates, then the selected person will be accepted to the Board after he or she
27 executes a standby agreement (Third Party Member Disputes Review Board Consultant
28 Agreement). The acceptable format for this agreement and all accompanying exhibits may
29 be downloaded from the Internet www.wsdot.wa.gov/Consulting
30 <http://www.wsdot.wa.gov/Consulting> or may be obtained from the Project Engineer.
31 The fee for the third member shall be negotiated with the first two members and shall be
32 included in a task order, issued by the Project Engineer after the third member standby
33 agreement is fully executed.
34

35 In the event of an impasse in selection of the third member, either the Contracting Agency
36 or the Contractor or both may appeal to the Thurston County Superior Court for selection
37 of a third member by the court from a list or lists submitted to the court by the Contracting
38 Agency and/or the Contractor. An impasse shall be considered to have been reached if the
39 two members appointed by the Contracting Agency and the Contractor to the Board have
40 been unable to appoint the third member in a period of 60 calendar days after the approval
41 of the last of such two members.
42

43 In case a member of the Board needs to be replaced, the replacement member will be
44 appointed in the same manner as the replaced member was appointed. The appointment
45 of a replacement Board member will begin promptly upon determination of the need for
46 replacement and shall be completed within 30 calendar days.
47

48 Service of a Board member may be terminated at any time with not less than 30 calendar
49 days notice as follows:
50

- 51 1. The Contracting Agency may terminate service of the Contracting Agency
52 appointed member.
53

2. The Contractor may terminate service of the Contractor appointed member.
3. The third member's services may be terminated by agreement of the other two members.
4. By resignation of the member.

Termination of a member will be followed by appointment of a substitute as specified above.

No member shall have a financial interest in the contract, except for payments for services on the Board. The Contracting Agency-selected member and the Contractor-selected member shall not have been employed by the party who selected them within a period of one year; except that, service as a member of other Disputes Review Boards on other contracts will not preclude a member from serving on the Board for this contract.

Compensation for the Board members, and the expenses of operation of the Board, shall be shared by the Contracting Agency and Contractor in accordance with the following:

1. The Contracting Agency will compensate directly the wages and travel expense for its selected member.
2. The Contractor shall compensate directly the wages and travel expense for its selected member.
3. The Contracting Agency and Contractor shall share equally in the third member's wages and travel expense, and all of the operating expenses of the Board. These equally shared expenses shall be billed to and paid by the Contracting Agency. The Contractor's share will be deducted from monies due or coming due the Contractor.
4. The Contracting Agency, through the Engineer, will provide administrative services, such as conference facilities and secretarial services, to the Board and the Contracting Agency will bear the costs for this service.

Disputes Review Board Procedures

The Board, the Contracting Agency, and the Contractor shall develop by agreement the Board's rules of operation and procedures to be followed for the Project. The Agreement shall include the frequency of the Board's visits to the Project and its interactions with the Contracting Agency and the Contractor to keep abreast of the construction development and potential disputes.

In developing the Agreement, the parties shall take into consideration their respective duties and responsibilities set forth in the "Scope of Work" section of their agreements, the form of which is included in the Appendix of the Special Provisions.

The parties may also consider the "Suggested Administrative Procedures" for the Board's operation included in their agreements, the form of which is included in the Appendix of the Special Provisions. These Procedures express, in general terms, the policy for the creation and operation of the Board and are intended to supplement the Special Provisions to the extent that no conflict with such provisions is created.

1 Disputes, as used in this section, will refer only to protests properly submitted in
2 accordance with Section 1-04.5. If the Engineer has determined the protest to be invalid
3 and either the Contractor or the Contracting Agency has elected to refer the matter to the
4 Board, then the Board shall consider the issue and provide recommendations concerning:
5

- 6 1. The interpretation of the Contract
- 7
- 8 2. Entitlement to additional compensation or time for performance
- 9
- 10 3. The amount of additional compensation or time for performance following a
11 recommendation of entitlement by the Board provided that; (1) the parties were
12 not able to reach a resolution as to the amount of the equitable adjustment or
13 time; (2) the Engineer has made a unilateral determination of the amount of
14 compensation for time; and (3) the Contractor has protested the Engineer's
15 unilateral determination.
- 16
- 17 4. Other subjects mutually agreed by the Contracting Agency and Contractor to be a
18 Board issue.
- 19

20 Procedure for Consideration of Disputes

21

- 22 1. Once a protest has been denied as described in Section 1-04.5, the Board
23 members will be contacted and advised of the existence of the dispute. A hearing
24 will be scheduled to be conducted at the next regular project visit or at such other
25 time, as agreed to by the parties.
- 26
- 27 2. The Contractor and the Contracting Agency shall each be afforded an opportunity
28 to be heard by the Board and to offer evidence. Either party furnishing any
29 written evidence or documentation to the Board must furnish copies of such
30 information to the other party a minimum of 15 calendar days prior to the date the
31 Board sets to convene the hearing for the dispute. Either party shall produce
32 such additional evidence as the Board may deem necessary to an understanding
33 and determination of the dispute and furnish copies to the other party.
- 34
- 35 3. After the hearing is concluded, the Board shall meet in private and reach a
36 conclusion supported by two or more members. Its findings and
37 recommendations, together with its reasons shall then be submitted as a written
38 report to both parties. The recommendations shall be based on the pertinent
39 contract provisions and facts and circumstances involved in the dispute. The
40 Contract shall be interpreted and construed in accordance with the laws of the
41 State of Washington. The Board shall make every effort to reach a unanimous
42 decision. If this proves impossible, the dissenting member may prepare a
43 minority report.
- 44
- 45 4. Within 30 calendar days of receiving the Board recommendations, both the
46 Contracting Agency and the Contractor shall respond to the other in writing
47 signifying that the dispute is either resolved or remains unresolved. Although both
48 parties should place weight upon the Board recommendations, the
49 recommendations are not binding.
- 50

51 In the event the Board's recommendations do not lead to resolution of the dispute, all
52 Board records and written recommendations, including any minority reports, will be
53 admissible as evidence in any subsequent litigation.

1
2 Submittal of a dispute to the Board will be a condition precedent to the filing for litigation in
3 a court of law unless the Contracting Agency and the Contractor have agreed to default the
4 dispute to Section 1-09.11(2) Claims. If the Board's assistance does not lead to resolution
5 of the dispute, causing the Contractor to file a Section 1-09.11(2) Claim, or if the parties
6 default the dispute to that section, full compliance by the Contractor with the provisions of
7 that section is a contractual condition precedent to the Contractor's right to seek judicial
8 relief.
9

10 Disputes, claims, counterclaims and other matters in question between the Contracting
11 Agency and the Contractor that are not resolved will be decided in the Superior Court of
12 Thurston County, Washington, which shall have exclusive jurisdiction and venue over all
13 matters in question between the Contracting Agency and the Contractor.
14

15 The Contract shall be interpreted and construed in accordance with the laws of the State of
16 Washington.
17

18 **(JANUARY 5, 2004)**

19 **APPENDIX TO THE SPECIAL PROVISIONS DISPUTES REVIEW BOARD**

20 ***Scope of Work***

21 The Scope of Work of a Board includes, but is not limited to, the following items of work:
22

23 Board Consideration of Disputes or Claims: Upon request by either the State or the
24 Contractor to review a dispute, the Board shall convene to review and consider the
25 issue. Both the State and the Contractor shall be given the opportunity to present their
26 evidence at these meetings. The time and location of Board meetings shall be
27 determined by the State, Contractor, and Board. It is expressly understood that the
28 Board members are to act impartially and independently in the consideration of facts
29 and conditions surrounding any written appeal presented by the State or the
30 Contractor and that the recommendations concerning any such appeal are advisory.
31

32 Procedures: Prior to any hearing involving a contract dispute, the Board will meet with
33 the State and the Contractor to establish the rules and procedures that will govern the
34 Board's participation in the Project as set forth in the Special Provisions of the
35 construction contract. In establishing the rules and procedures, the parties may
36 consider the Suggested Administrative Procedures included in this Appendix. The
37 Board may establish any internal rules and procedures not covered in the Agreement
38 with the State and the Contractor. The Board's recommendations resulting from its
39 consideration of a dispute shall be furnished in writing to the State and the Contractor.
40 The recommendations shall be based on the construction contract provisions and the
41 facts and circumstances involved in the dispute.
42

43 Furnishing Documents: The State shall furnish to the Board three copies of the
44 contract and other documents, which are or may become pertinent to the activities of
45 the Board. The Contractor shall furnish to the Board three sets of documents, which
46 are or may become pertinent to the activities of the Board, except documents
47 furnished by State.
48

49 Construction Site Visits: The Board members shall visit the project site to keep
50 abreast of construction activities and to develop a familiarity of the work in progress.
51 The frequency, exact time, and duration of these visits shall be as mutually agreed
52 between the State, the Contractor, and the Board.
53

Suggested Administrative Procedures

Objective

The principal objective of the Board is to assist in the resolution of disputes, which would otherwise be likely submitted to litigation processes. If this objective is achieved, such disputes can be resolved promptly, with minimum expense, and with minimum disruption to the administration and performance of the work. It is not intended for the State or the Contractor to default on their normal responsibility to amicably and fairly settle their differences by indiscriminately assigning them to the Board. It is intended that the mere existence of the Board will encourage the State and the Contractor to resolve potential disputes without resorting to this appeal procedure. But when a dispute which is serious enough to warrant the Board's review does develop, the machinery for prompt and efficient action will already be in place.

Responsibility of the Board

Render findings and recommendations on disputes between the Contractor and the State arising from the construction contract. Primarily, the Board will consider claims and disputes involving interpretation of the Plans and Specifications, delays, acceleration of the work, scheduling, classification of extra work, changed conditions, design changes, and the like. During its regular visits to the job site, the Board will encourage the settlement of differences at the job level.

The Board will refrain from officially giving any advice or consultative services to either party. The individual members will act in a completely independent manner and will have no consultative or business connections with either party.

During routine meetings of the Board as well as during formal hearings, Board members should refrain from expressing opinions on the merits of statements on matters under dispute or potential dispute. Opinions of Board members expressed in private sessions should be kept strictly confidential.

Normally, the Board member selected by the first two will act as Chairman for all activities. However, this post may be delegated to another member from time-to-time.

Regular Construction Progress Meetings

All regular meetings will be held at or near the job site. The frequency of regular meetings will be set by agreement of the Board, the Contracting Agency and the Contractor, consistent with the construction activities and the matters under consideration and dispute. Each meeting will consist of a round table discussion and a field inspection of the work being performed on that contract. The round table discussion will be conducted by a member of the State's staff and will be attended by selected personnel from the State and the Contractor. The agenda will generally be as follows:

- Meeting opened by Chairman of the Board.
- Remarks by the State 's representative.
- A description by the Contractor of work accomplished since the last meeting, the current status of the work, schedule-wise, and a forecast for the coming period.
- An outline, by the Contractor, of potential problems and a description.
- An outline, by the State's Project Engineer, of the status of the work as the Project Engineer views it.

- A brief description, by the Contractor or the State, of potential claims or disputes, which have surfaced since the last meeting.
- A summary, by the Contractor, the State or the Board, of the status of past disputes and claims.

The State will prepare minutes of all regular meetings and circulate them for revision and approval by all concerned.

The field inspection will cover all active segments of the work, the Board being accompanied by both State and Contractor personnel.

Handling of Written Appeals

When the Board receives a written appeal, it shall first reach agreement with the parties on a time to conduct the hearings. The decision shall be tempered by the desires and needs of the State and the Contractor. If the matter is not urgent, it may be scheduled for the time of the next regular visitation to the project. For an urgent matter, the Board should meet at its earliest convenience.

The Board may also request that written documentation concerning the dispute be sent to each individual member for study before the hearing begins. A party furnishing any written documentation to the Board must furnish copies of such information to the other party before the hearing begins.

Normally, the hearings would be conducted at the job site. However, any location, which would be more convenient and still provide all required facilities and access to the necessary documentation, would be satisfactory. Private sessions of the Board may also be held at a location other than the job site.

For hearing on disputes, the third member or one of the other members designated by the third member of the Board will act as Chairman. The State and the Contractor shall have a representative at all hearings. The claimant will discuss the dispute followed by the other party. Each party will then be allowed one or more rebuttals until all aspects are thoroughly covered. Each time a person testifies, the Board members may ask questions, seek clarification, or request further data. The Board may request from either party documents or information that would assist the Board in making its findings and recommendations, including, but not limited to, documents used by the Contractor in preparing the bid for this project. A refusal by a party to provide information requested by the Board may be considered by the Board in making its findings and recommendations. In large or complex issues, one or more additional hearings may be necessary in order to consider all the evidence presented by both parties.

During open hearings, no Board member should express an opinion concerning the merit of any facet of the dispute. By the same token, all Board deliberations should be conducted in private, with all interim individual views kept strictly confidential.

After the hearings are concluded, the Board shall meet in private and reach a conclusion supported by two or more members. Its findings and recommendations, together with its reasons shall then be submitted as a written report to both parties. The recommendations shall be based on the pertinent contract provisions and facts and circumstances involved in the dispute.

1 The Board should make every effort to reach a unanimous decision. If this proves
2 impossible, the dissenting member may prepare a minority report.
3

4 Although both parties should place weight upon the Board's recommendations, they
5 are not binding. Either party may appeal a recommendation to the Board for
6 reconsideration. However, if the Board's recommendations do not resolve the dispute,
7 all records, and written recommendations, including any minority reports, may be
8 admissible as evidence in any subsequent litigation.
9

10 **Miscellaneous**

11 It is not desirable to adopt hard and fast rules for the functioning of the Board. The
12 entire procedure should be kept flexible so that it can adapt to changing situations.
13 The Board should initiate, with the other parties' concurrence, new rules or
14 modifications to old ones whenever this is deemed necessary.
15

16 **CONTROL OF WORK**

17 **CONFORMITY WITH AND DEVIATIONS FROM PLANS AND STAKES**

18 Section 1-05.4 is supplemented with the following:
19
20

21 *(December 6, 2004)*

22 **Contractor Surveying - Structure**

23 Copies of the Contracting Agency provided primary survey control data are available for
24 the bidder's inspection at the office of the Project Engineer.
25

26 The Contractor shall be responsible for setting, maintaining, and resetting all alignment
27 stakes, slope stakes, and grades necessary for the construction of bridges, noise walls,
28 and retaining walls. Except for the survey control data to be furnished by the Contracting
29 Agency, calculations, surveying, and measuring required for setting and maintaining the
30 necessary lines and grades shall be the Contractor's responsibility.
31

32 Detailed survey records shall be maintained, including a description of the work performed
33 on each shift, the methods utilized, and the control points used. The record shall be
34 adequate to allow the survey to be reproduced. A copy of each day's record shall be
35 provided to the Engineer within three working days after the end of the shift.
36

37 The meaning of words and terms used in this provision shall be as listed in "Definitions of
38 Surveying and Associated Terms" current edition, published by the American Congress on
39 Surveying and Mapping and the American Society of Civil Engineers.
40

41 The survey work by the Contractor shall include but not be limited to the following:
42

- 43 1. Verify the primary horizontal and vertical control furnished by the Contracting
44 Agency, and expand into secondary control by adding stakes and hubs as well as
45 additional survey control needed for the project. Provide descriptions of
46 secondary control to the Contracting Agency. The description shall include
47 coordinates and elevations of all secondary control points.
48
- 49 2. Establish, by placing hubs and/or marked stakes, the location with offsets of
50 foundation shafts and piles.
51
- 52 3. Establish offsets to footing centerline of bearing for structure excavation.
53

4. Establish offsets to footing centerline of bearing for footing forms.
5. Establish wing wall, retaining wall, and noise wall horizontal alignment.
6. Establish retaining wall top of wall profile grade.
7. Establish elevation benchmarks for all substructure formwork.
8. Check elevations at top of footing concrete line inside footing formwork immediately prior to concrete placement.
9. Check column location and pier centerline of bearing at top of footing immediately prior to concrete placement.
10. Establish location and plumbness of column forms, and monitor column plumbness during concrete placement.
11. Establish pier cap and crossbeam top and bottom elevations and centerline of bearing.
12. Check pier cap and crossbeam top and bottom elevations and centerline of bearing prior to and during concrete placement.
13. Establish grout pad locations and elevations.
14. Establish structure bearing locations and elevations, including locations of anchor bolt assemblies.
15. Establish box girder bottom slab grades and locations.
16. Establish girder and/or web wall profiles and locations.
17. Establish diaphragm locations and centerline of bearing.
18. Establish roadway slab grades and provide dimensions from top of girder to top of roadway slab. Set elevations for deck paving machine rails.
19. Establish traffic barrier and curb profile and alignment on roadway slab.
20. Profile all girders prior to the placement of any deadload or construction live load that may affect the girder's profile.

The Contractor shall provide the Contracting Agency copies of any calculations and staking data when requested by the Engineer.

To facilitate the establishment of these lines and elevations, the Contracting Agency will provide the Contractor with the following primary survey and control information:

1. Descriptions of two primary control points used for the horizontal and vertical control. Primary control points will be described by reference to the project alignment and the coordinate system and elevation datum utilized by the project. In addition, the Contracting Agency will supply horizontal coordinates for the

beginning and ending points and for each Point of Intersection (PI) on each alignment included in the project.

2. Horizontal coordinates for the centerline of each bridge pier.

3. Computed elevations at top of bridge roadway decks at one-tenth points along centerline of each girder web. All form grades and other working grades shall be calculated by the Contractor.

The Contractor shall give the Contracting Agency three weeks notification to allow adequate time to provide the data outlined in Items 2 and 3 above. The Contractor shall ensure a surveying accuracy within the following tolerances:

	<u>Vertical</u>	<u>Horizontal</u>
1. Stationing on structures		±0.02 feet
2. Alignment on structures		±0.02 feet
3. Superstructure elevations	±0.01 feet variation from plan elevation	
4. Substructure	±0.02 feet variation from Plan grades.	

The Contracting Agency may spot-check the Contractor's surveying. These spot-checks will not change the requirements for normal checking by the Contractor.

When staking the following items, the Contractor shall perform independent checks from different secondary control to ensure that the points staked for these items are within the specified survey accuracy tolerances:

Piles
Shafts
Footings
columns

The Contractor shall calculate coordinates for the points associated with piles, shafts, footings and columns. The Contracting Agency will verify these coordinates prior to issuing approval to the Contractor for commencing with the survey work. The Contracting Agency will require up to seven calendar days from the date the data is received to issuing approval.

Contract work to be performed using contractor-provided stakes shall not begin until the stakes are approved by the Contracting Agency. Such approval shall not relieve the Contractor of responsibility for the accuracy of the stakes.

Payment

Payment will be made in accordance with Section 1-04.1 for the following bid item when included in the proposal:

"Structure Surveying", lump sum.

The lump sum contract price for "Structure Surveying" shall be full pay for all labor, equipment, materials, and supervision utilized to perform the work specified, including any

resurveying, checking, correction of errors, replacement of missing or damaged stakes, and coordination efforts.

1-05.7 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

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

1-05.11 FINAL INSPECTION

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

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

1 completion. The Engineer may also establish the Substantial Completion Date
2 unilaterally.

3
4 If, after this inspection, the Engineer concurs with the Contractor that the work is
5 substantially complete and ready for its intended use, the Engineer, by written notice
6 to the Contractor, will set the Substantial Completion Date. If, after this inspection the
7 Engineer does not consider the work substantially complete and ready for its intended
8 use, the Engineer will, by written notice, so notify the Contractor giving the reasons
9 therefor.

10
11 Upon receipt of written notice concurring in or denying substantial completion,
12 whichever is applicable, the Contractor shall pursue vigorously, diligently and without
13 unauthorized interruption, the work necessary to reach Substantial and Physical
14 Completion. The Contractor shall provide the Engineer with a revised schedule
15 indicating when the Contractor expects to reach substantial and physical completion of
16 the work.

17
18 The above process shall be repeated until the Engineer establishes the Substantial
19 Completion Date and the Contractor considers the work physically complete and
20 ready for final inspection.

21 22 **1-05.11(2) Final Inspection and Physical Completion Date**

23
24 When the Contractor considers the work physically complete and ready for final
25 inspection, the Contractor by written notice, shall request the Engineer to schedule a
26 final inspection. The Engineer will set a date for final inspection. The Engineer and the
27 Contractor will then make a final inspection and the Engineer will notify the Contractor
28 in writing of all particulars in which the final inspection reveals the work incomplete or
29 unacceptable. The Contractor shall immediately take such corrective measures as are
30 necessary to remedy the listed deficiencies. Corrective work shall be pursued
31 vigorously, diligently, and without interruption until physical completion of the listed
32 deficiencies. This process will continue until the Engineer is satisfied the listed
33 deficiencies have been corrected.

34
35 If action to correct the listed deficiencies is not initiated within 7 days after receipt of
36 the written notice listing the deficiencies, the Engineer may, upon written notice to the
37 Contractor, take whatever steps are necessary to correct those deficiencies pursuant
38 to Section 1-05.7.

39 The Contractor will not be allowed an extension of contract time because of a delay in
40 the performance of the work attributable to the exercise of the Engineer's right
41 hereunder.

42
43 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
44 Contracting Agency, in writing, of the date upon which the work was considered
45 physically complete. That date shall constitute the Physical Completion Date of the
46 contract, but shall not imply acceptance of the work or that all the obligations of the
47 Contractor under the contract have been fulfilled.

48 49 **1-05.11(3) Operational Testing**

50
51 It is the intent of the Contracting Agency to have at the Physical Completion Date a
52 complete and operable system. Therefore when the work involves the installation of
53 machinery or other mechanical equipment; street lighting, electrical distribution or

1 signal systems; irrigation systems; buildings; or other similar work it may be desirable
2 for the Engineer to have the Contractor operate and test the work for a period of time
3 after final inspection but prior to the physical completion date. Whenever items of work
4 are listed in the Contract Provisions for operational testing they shall be fully tested
5 under operating conditions for the time period specified to ensure their acceptability
6 prior to the Physical Completion Date. During and following the test period, the
7 Contractor shall correct any items of workmanship, materials, or equipment which
8 prove faulty, or that are not in first class operating condition. Equipment, electrical
9 controls, meters, or other devices and equipment to be tested during this period shall
10 be tested under the observation of the Engineer, so that the Engineer may determine
11 their suitability for the purpose for which they were installed. The Physical Completion
12 Date cannot be established until testing and corrections have been completed to the
13 satisfaction of the Engineer.

14
15 The costs for power, gas, labor, material, supplies, and everything else needed to
16 successfully complete operational testing, shall be included in the unit contract prices
17 related to the system being tested, unless specifically set forth otherwise in the
18 proposal.

19
20 Operational and test periods, when required by the Engineer, shall not affect a
21 manufacturer's guaranties or warranties furnished under the terms of the contract.

22 23 **1-05.13 SUPERINTENDENTS, LABOR AND EQUIPMENT OF CONTRACTOR** 24 (October 1, 2005 APWA GSP)

25
26 Revise the seventh paragraph to read:

27
28 Whenever the Contracting Agency evaluates the Contractor's qualifications pursuant to
29 Section 1-02.1, the Contracting Agency will take these performance reports into account.

30
31 Add the following new section:

32 33 ***1-05.16 Water and Power*** 34 (October 1, 2005 APWA GSP)

35
36 The Contractor shall make necessary arrangements, and shall bear the costs for power
37 and water necessary for the performance of the work, unless the contract includes power
38 and water as a pay item.

39
40 Add the following new section:

41 42 ***1-05.17 Oral Agreements*** 43 (October 1, 2005 AWP A GSP)

44
45 No oral agreement or conversation with any officer, agent, or employee of the Contracting
46 Agency, either before or after execution of the contract, shall affect or modify any of the
47 terms or obligations contained in any of the documents comprising the contract. Such oral
48 agreement or conversation shall be considered as unofficial information and in no way
49 binding upon the Contracting Agency, unless subsequently put in writing and signed by the
50 Contracting Agency.

51 52 **CONTROL OF MATERIAL** 53

FOREIGN MADE MATERIALS

Section 1-06 is supplemented with the following:

(March 13, 1995)

The major quantities of steel and iron construction material that is permanently incorporated into the project shall consist of American-made materials only.

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

American-made material is defined as material having all manufacturing processes occur in the United States. 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. 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 350-109 provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as DOT Form 350-109.

LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 LAWS TO BE OBSERVED

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

1
2 The Washington State Department of Labor and Industries shall be the sole and paramount
3 administrative agency responsible for the administration of the provisions of the
4 Washington Industrial Safety and Health Act of 1973 (WISHA).

5
6 The Contractor shall maintain at the project site office, or other well known place at the
7 project site, all articles necessary for providing first aid to the injured. The Contractor shall
8 establish, publish, and make known to all employees, procedures for ensuring immediate
9 removal to a hospital, or doctor's care, persons, including employees, who may have been
10 injured on the project site. Employees should not be permitted to work on the project site
11 before the Contractor has established and made known procedures for removal of injured
12 persons to a hospital or a doctor's care.

13
14 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the
15 Contractor's plant, appliances, and methods, and for any damage or injury resulting from
16 their failure, or improper maintenance, use, or operation. The Contractor shall be solely
17 and completely responsible for the conditions of the project site, including safety for all
18 persons and property in the performance of the work. This requirement shall apply
19 continuously, and not be limited to normal working hours. The required or implied duty of
20 the Engineer to conduct construction review of the Contractor's performance does not, and
21 shall not, be intended to include review and adequacy of the Contractor's safety measures
22 in, on, or near the project site.

23 24 **1-07.2 STATE SALES TAX**

25
26 Delete this section, including its sub-sections, in its entirety and replace it with the following:

27 28 **1-07.2 State Sales Tax** 29 (October 1, 2005 APWA GSP)

30 31 **1-07.2(1) General**

32
33 The Washington State Department of Revenue has issued special rules on the State
34 sales tax. Sections 1-07.2(1) through 1-07.2(4) are meant to clarify those rules. The
35 Contractor should contact the Washington State Department of Revenue for answers
36 to questions in this area. The Contracting Agency will not adjust its payment if the
37 Contractor bases a bid on a misunderstood tax liability.

38
39 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other
40 contract amounts. In some cases, however, state retail sales tax will not be included.
41 Section 1-07.2(3) describes this exception.

42
43 The Contracting Agency will pay the retained percentage only if the Contractor has
44 obtained from the Washington State Department of Revenue a certificate showing that
45 all contract-related taxes have been paid (RCW 60.28.050). The Contracting Agency
46 may deduct from its payments to the Contractor any amount the Contractor may owe
47 the Washington State Department of Revenue, whether the amount owed relates to
48 this contract or not. Any amount so deducted will be paid into the proper State fund.

49 50 **1-07.2(2) State Sales Tax — Rule 171**

51
52 WAC 458-20-171, and its related rules, apply to building, repairing, or improving
53 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(3) 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(4) 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).

(12/12/2005) Sk. Co.

The work on this contract is to be performed upon lands whose ownership obligates the Contractor to pay State sales tax on portions of the project work and obligates the Contractor to collect State sales tax from the Contracting Agency on other portions of the project as follows:

1. The provisions of Section 1-07.2(3) above apply to the following listed portions of the project:

Schedule B

2. The provisions of Section 1-07.2(2) apply to all of the remaining portions of the project.

1 For bidding purposes the Contracting Agency has segregated the plan quantities which are
2 affected by Section 1-07.2(3)APWA from those quantities affected by Section 1-
3 07.2(2)APWA. These approximate quantities are shown on the Summary of Quantities
4 sheets; however, any tax payments shall be based on actual quantities used.
5

6 ENVIRONMENTAL REGULATIONS 7

8 **(August 1, 2005)**

9 **State Departments of Fish And Wildlife**

10 Section 1-07.5(2) is supplemented with the following:
11

12 The Contracting Agency has obtained a Hydraulic Project Approval (HPA) for this
13 project. All contacts with the Department of Fish And Wildlife concerning this approval
14 shall be through the Engineer. The provisions of the approval are as follows:
15

16 See Appendix D
17

18 This Hydraulic Project Approval pertains to contract work within the project limits as
19 described in the original contract. This Hydraulic Project Approval is not a permit for
20 work in material sources, staging areas, or disposal sites not provided in the contract.
21

22 When work described in the contract is to be performed below the ordinary high water
23 line within areas designated as sensitive or to be protected, that work shall be
24 performed between the dates of *** July 1, 2006 and October 15, 2007, inclusive ***.
25

26 **(NWR October 17,2005)**

27 **Concrete Grinding and Sawcutting Residue and Slurry**

28 Construction activities that generate residue from Portland cement concrete grinding
29 or sawcutting shall be subject to the following:
30

31 **Collection, Containment, and Disposal**

32 Containment measures shall be in place prior to the start of any concrete
33 grinding, sawcutting activities or both. The Contractor shall provide immediate
34 slurry/residue collection during all concrete grinding, sawcutting activities or
35 both. The residue and slurry shall become the property of the Contractor.
36

37 Grinding and sawcutting activities shall be discontinued if slurry/residue
38 recovery devices are inoperable or inadequate as determined by the Engineer.
39 Residue and slurry shall not be allowed to drain across traffic lanes and
40 shoulders or drain into any stormwater conveyance system, including catch
41 basins, inlets, or ditches. Any discharge of slurry/residue to surface waters,
42 including wetlands, is a violation of State water quality standards.
43

44 The Contractor shall develop a Collection, Containment, and Disposal Plan
45 identifying how the residue and slurry will be contained, collected and disposed.
46 The approved Collection, Containment, and Disposal Plan shall be
47 implemented prior to commencing any pavement grinding or sawcutting
48 operation.
49

50 **On-Site Disposal**

51 The Contractor may propose on-site treatment (if necessary) and disposal in
52 accordance with Section 2-03.3(7)C. No on-site disposal will be allowed
53 without the concurrence of the Engineer. On-site disposal activities, if allowed,

shall not be located within 300 feet of any surface water bodies, including wetlands.

Submittal Requirements

The Contractor shall submit the Collection, Containment, and Disposal Plan to the Engineer for review and approval 21 calendar days prior to commencing the grinding or sawcutting operation. The plan shall include the following elements:

1. Identify all proposed methods to prevent discharges into the existing drainage systems.
2. Identify the location of all proposed infiltration sites for on-site disposal.
3. Identify the location of all off-site disposal sites, including copies of all applicable permits and approvals for the use of those sites.
4. Contingency plan for potential failures.

Payment

All costs associated with developing the Collection, Containment, and Disposal Plan and collecting, containing, and disposing of pavement grinding and sawcutting residue and slurry shall be included in the unit contract prices for the applicable items of work.

PERMITS AND LICENSES

Section 1-07.6 is supplemented with the following:

(March 13, 1995)

Corps Of Engineers Permits For Construction

The Contracting Agency has obtained a Corps of Engineers permit for this project (Permit Number *** 200600154 ***). All contacts with the Corps of Engineers concerning this permit shall be through the Engineer. A copy of the permit is available at the Engineer's Office. The Contractor shall, at no expense to the Contracting Agency, comply with all requirements of the Corps of Engineers in the construction of this project and shall secure additional permits as are necessary.

LOAD LIMITS

Section 1-07.7 is supplemented with the following:

(March 13, 1995)

If the sources of materials provided by the Contractor 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.

WAGES

General

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

(October 6, 2003)

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. WA030001.

1 (January 7, 2002)

2 **Application of Wage Rates For The Occupation Of Landscape Construction**

3 State prevailing wage rates for public works contracts are included in this contract and
4 show a separate listing for the occupation:

5
6 Landscape Construction, which includes several different occupation descriptions
7 such as: Irrigation and Landscape Plumbers, Irrigation and Landscape Power
8 Equipment Operators, and Landscaping or Planting Laborers.

9
10 In addition, Federal wage rates that are included in this contract may also include
11 occupation descriptions in Federal Occupational groups for work also specifically
12 identified with landscaping such as:

13
14 Laborers with the occupation description, Landscaping or Planting, or

15
16 Power Equipment Operators with the occupation description, Mulch Seeding
17 Operator.

18
19 If Federal wage rates include one or more rates specified as applicable to landscaping
20 work, then Federal wage rates for all occupation descriptions, specific or general, must
21 be considered and compared with corresponding State wage rates. The higher wage
22 rate, either State or Federal, becomes the minimum wage rate for the work performed
23 in that occupation.

24
25 If Federal wage rates do not include any rates specified as applicable to landscaping
26 work, the Contractor shall assume the Federal wage rates did not take landscaping
27 into consideration. In these instances the minimum wage rate shall be the State wage
28 rate for the occupations specified as applicable to landscape construction.

29
30 **REQUIREMENTS FOR NONDISCRIMINATION**

31 Section 1-07.11 is supplemented with the following:

32
33 (March 6, 2000)

34 Requirement For Affirmative Action to Ensure Equal Employment Opportunity (Executive
35 Order 11246)

- 36
37 1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard
38 Federal Equal Employment Opportunity Construction Contract Specifications set forth
39 herein.
40
41 2. The goals and timetables for minority and female participation set by the Office of
42 Federal Contract Compliance Programs, expressed in percentage terms for the
43 Contractor's aggregate work force in each construction craft and in each trade on all
44 construction work in the covered area, are as follows:

45
46 Women - Statewide

<u>Timetable</u>	<u>Goal</u>
Until further notice	6.9%
<u>Minorities - by Standard Metropolitan Statistical Area (SMSA)</u>	

1	Spokane, WA:	
2	SMSA Counties:	
3	Spokane, WA	2.8
4	WA Spokane.	
5	Non-SMSA Counties	3.0
6	WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA	
7	Lincoln, WA Pend Oreille; WA Stevens; WA Whitman.	
8		
9	Richland, WA	
10	SMSA Counties:	
11	Richland Kennewick, WA	5.4
12	WA Benton; WA Franklin.	
13	Non-SMSA Counties	3.6
14	WA Walla Walla.	
15		
16	Yakima, WA:	
17	SMSA Counties:	
18	Yakima, WA	9.7
19	WA Yakima.	
20	Non-SMSA Counties	7.2
21	WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.	
22		
23	Seattle, WA:	
24	SMSA Counties:	
25	Seattle Everett, WA	7.2
26	WA King; WA Snohomish.	
27	Tacoma, WA	6.2
28	WA Pierce.	
29	Non-SMSA Counties	6.1
30	WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA	
31	Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston;	
32	WA Whatcom.	
33		
34	Portland, OR:	
35	SMSA Counties:	
36	Portland, OR-WA	4.5
37	WA Clark.	
38	Non-SMSA Counties	3.8
39	WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.	
40		

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

1 transfer of minority or female employees or trainees from Contractor to Contractor or
2 from project to project for the sole purpose of meeting the Contractor's goal shall be a
3 violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4.
4 Compliance with the goals will be measured against the total work hours performed.
5

- 6 3. The Contractor shall provide written notification to the Engineer within 10 working days
7 of award of any construction subcontract in excess of \$10,000 or more that are
8 Federally funded, at any tier for construction work under the contract resulting from
9 this solicitation. The notification shall list the name, address and telephone number of
10 the subcontractor; employer identification number of the subcontractor; estimated
11 dollar amount of the subcontract; estimated starting and completion dates of the
12 subcontract; and the geographical area in which the contract is to be performed.
13
- 14 4. As used in this Notice, and in the contract resulting from this solicitation, the Covered
15 Area is as designated herein.
16

17 Standard Federal Equal Employment Opportunity Construction Contract Specifications
18 (Executive Order 11246)
19

- 20 1. As used in these specifications:
21

- 22 a. Covered Area means the geographical area described in the solicitation from
23 which this contract resulted;
24
- 25 b. Director means Director, Office of Federal Contract Compliance Programs,
26 United States Department of Labor, or any person to whom the Director
27 delegates authority;
28
- 29 c. Employer Identification Number means the Federal Social Security number
30 used on the Employer's Quarterly Federal Tax Return, U. S. Treasury
31 Department Form 941;
32
- 33 d. Minority includes:
34
- 35 (1) Black, a person having origins in any of the Black Racial Groups of
36 Africa.
37
- 38 (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of
39 Mexican, Puerto Rican, Cuban, Central American, South American,
40 or other Spanish origin.
41
- 42 (3) Asian or Pacific Islander, a person having origins in any of the
43 original peoples of the Pacific rim or the Pacific Islands, the
44 Hawaiian Islands and Samoa.
45
- 46 (4) American Indian or Alaskan Native, a person having origins in any of
47 the original peoples of North America, and who maintain cultural
48 identification through tribal affiliation or community recognition.
49

- 50 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of
51 the work involving any construction trade, it shall physically include in each
52 subcontract in excess of \$10,000 the provisions of these specifications and the Notice

1 which contains the applicable goals for minority and female participation and which is
2 set forth in the solicitations from which this contract resulted.
3

- 4 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan
5 approved by the U.S. Department of Labor in the covered area either individually or
6 through an association, its affirmative action obligations on all work in the Plan area
7 (including goals and timetables) shall be in accordance with that Plan for those trades
8 which have unions participating in the Plan. Contractors must be able to demonstrate
9 their participation in and compliance with the provisions of any such Hometown Plan.
10 Each Contractor or Subcontractor participating in an approved Plan is individually
11 required to comply with its obligations under the EEO clause, and to make a good faith
12 effort to achieve each goal under the Plan in each trade in which it has employees.
13 The overall good faith performance by other Contractors or Subcontractors toward a
14 goal in an approved Plan does not excuse any covered Contractor's or
15 Subcontractor's failure to take good faith effort to achieve the Plan goals and
16 timetables.
17
- 18 4. The Contractor shall implement the specific affirmative action standards provided in
19 paragraphs 7a through 7p of this Special Provision. The goals set forth in the
20 solicitation from which this contract resulted are expressed as percentages of the total
21 hours of employment and training of minority and female utilization the Contractor
22 should reasonably be able to achieve in each construction trade in which it has
23 employees in the covered area. Covered construction contractors performing
24 construction work in geographical areas where they do not have a Federal or federally
25 assisted construction contract shall apply the minority and female goals established for
26 the geographical area where the work is being performed. The Contractor is expected
27 to make substantially uniform progress in meeting its goals in each craft during the
28 period specified.
29
- 30 5. Neither the provisions of any collective bargaining agreement, nor the failure by a
31 union with whom the Contractor has a collective bargaining agreement, to refer either
32 minorities or women shall excuse the Contractor's obligations under these
33 specifications, Executive Order 11246, or the regulations promulgated pursuant
34 thereto.
35
- 36 6. In order for the nonworking training hours of apprentices and trainees to be counted in
37 meeting the goals, such apprentices and trainees must be employed by the Contractor
38 during the training period, and the Contractor must have made a commitment to
39 employ the apprentices and trainees at the completion of their training, subject to the
40 availability of employment opportunities. Trainees must be trained pursuant to training
41 programs approved by the U.S. Department of Labor.
42
- 43 7. The Contractor shall take specific affirmative actions to ensure equal employment
44 opportunity. The evaluation of the Contractor's compliance with these specifications
45 shall be based upon its effort to achieve maximum results from its action. The
46 Contractor shall document these efforts fully, and shall implement affirmative action
47 steps at least as extensive as the following:
48
 - 49 a. Ensure and maintain a working environment free of harassment, intimidation,
50 and coercion at all sites, and in all facilities at which the Contractor's
51 employees are assigned to work. The Contractor, where possible, will assign
52 two or more women to each construction project. The Contractor shall
53 specifically ensure that all foremen, superintendents, and other on-site

1 supervisory personnel are aware of and carry out the Contractor's obligation
2 to maintain such a working environment, with specific attention to minority or
3 female individuals working at such sites or in such facilities.
4

- 5 b. Establish and maintain a current list of minority and female recruitment
6 sources, provide written notification to minority and female recruitment
7 sources and to community organizations when the Contractor or its unions
8 have employment opportunities available, and maintain a record of the
9 organizations' responses.
10
- 11 c. Maintain a current file of the names, addresses and telephone numbers of
12 each minority and female off-the-street applicant and minority or female
13 referral from a union, a recruitment source or community organization and of
14 what action was taken with respect to each such individual. If such individual
15 was sent to the union hiring hall for referral and was not referred back to the
16 Contractor by the union or, if referred, not employed by the Contractor, this
17 shall be documented in the file with the reason therefor, along with whatever
18 additional actions the Contractor may have taken.
19
- 20 d. Provide immediate written notification to the Director when the union or
21 unions with which the Contractor has a collective bargaining agreement has
22 not referred to the Contractor a minority person or woman sent by the
23 Contractor, or when the Contractor has other information that the union
24 referral process has impeded the Contractor's efforts to meet its obligations.
25
- 26 e. Develop on-the-job training opportunity and/or participate in training
27 programs for the area which expressly include minorities and women,
28 including upgrading programs and apprenticeship and trainee programs
29 relevant to the Contractor's employment needs, especially those programs
30 funded or approved by the U.S. Department of Labor. The Contractor shall
31 provide notice of these programs to the sources compiled under 7b above.
32
- 33 f. Disseminate the Contractor's EEO policy by providing notice of the policy to
34 unions and training programs and requesting their cooperation in assisting
35 the Contractor in meeting its EEO obligations; by including it in any policy
36 manual and collective bargaining agreement; by publicizing it in the company
37 newspaper, annual report, etc.; by specific review of the policy with all
38 management personnel and with all minority and female employees at least
39 once a year; and by posting the company EEO policy on bulletin boards
40 accessible to all employees at each location where construction work is
41 performed.
42
- 43 g. Review, at least annually, the company's EEO policy and affirmative action
44 obligations under these specifications with all employees having any
45 responsibility for hiring, assignment, layoff, termination or other employment
46 decisions including specific review of these items with on-site supervisory
47 personnel such as Superintendents, General Foremen, etc., prior to the
48 initiation of construction work at any job site. A written record shall be made
49 and maintained identifying the time and place of these meetings, persons
50 attending, subject matter discussed, and disposition of the subject matter.
51
- 52 h. Disseminate the Contractor's EEO policy externally by including it in any
53 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

1 reflected in the Contractor's minority and female work-force participation, makes a
2 good faith effort to meet its individual goals and timetables, and can provide access to
3 documentation which demonstrate the effectiveness of actions taken on behalf of the
4 Contractor. The obligation to comply, however, is the Contractor's and failure of such
5 a group to fulfill an obligation shall not be a defense for the Contractor's
6 noncompliance.

- 7
- 8 9. A single goal for minorities and a separate single goal for women have been
9 established. The Contractor, however, is required to provide equal employment
10 opportunity and to take affirmative action for all minority groups, both male and female,
11 and all women, both minority and non-minority. Consequently, the Contractor may be
12 in violation of the Executive Order if a particular group is employed in substantially
13 disparate manner (for example, even though the Contractor has achieved its goals for
14 women generally, the Contractor may be in violation of the Executive Order if a
15 specific minority group of women is underutilized).
- 16
- 17 10. The Contractor shall not use the goals and timetables or affirmative action standards
18 to discriminate against any person because of race, color, religion, sex, or national
19 origin.
- 20
- 21 11. The Contractor shall not enter into any subcontract with any person or firm debarred
22 from Government contracts pursuant to Executive Order 11246.
- 23
- 24 12. The Contractor shall carry out such sanctions and penalties for violation of these
25 specifications and of the Equal Opportunity Clause, including suspensions,
26 terminations and cancellations of existing subcontracts as may be imposed or ordered
27 pursuant to Executive Order 11246, as amended, and its implementing regulations by
28 the Office of Federal Contract Compliance Programs. Any Contractor who fails to
29 carry out such sanctions and penalties shall be in violation of these specifications and
30 Executive Order 11246, as amended.
- 31
- 32 13. The Contractor, in fulfilling its obligations under these specifications, shall implement
33 specific affirmative action steps, at least as extensive as those standards prescribed in
34 paragraph 7 of this Special Provision, so as to achieve maximum results from its
35 efforts to ensure equal employment opportunity. If the Contractor fails to comply with
36 the requirements of the Executive Order, the implementing regulations, or these
37 specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- 38
- 39 14. The Contractor shall designate a responsible official to monitor all employment related
40 activity to ensure that the company EEO policy is being carried out, to submit reports
41 relating to the provisions hereof as may be required by the government and to keep
42 records. Records shall at least include, for each employee, their name, address,
43 telephone numbers, construction trade, union affiliation if any, employee identification
44 number when assigned, social security number, race, sex, status (e.g., mechanic,
45 apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per
46 week in the indicated trade, rate of pay, and locations at which the work was
47 performed. Records shall be maintained in an easily understandable and retrievable
48 form; however, to the degree that existing records satisfy this requirement, the
49 Contractors will not be required to maintain separate records.
- 50
- 51 15. Nothing herein provided shall be construed as a limitation upon the application of other
52 laws which establish different standards of compliance or upon the application of
53 requirements for the hiring of local or other area residents (e.g., those under the Public

1 Works Employment Act of 1977 and the Community Development Block Grant
2 Program).

3
4 **(April 3, 2006)**

5 **Disadvantaged Business Enterprise Participation**

6 The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR part 26 apply to
7 this contract. The requirements of this contract are to encourage DBE participation, supply
8 a bidder's list, and to report race neutral accomplishments quarterly as described in this
9 special provision. No preference will be included in the evaluation of bids/proposals, no
10 minimum level of DBE participation shall be required as a condition for receiving an award
11 and bids/proposals will not be rejected or considered non-responsive on that basis.

12
13 **DBE Goals**

14 No DBE goals have been assigned as a part of this contract.

15
16 **Affirmative Efforts to Solicit DBE Participation**

17 DBE firms shall have equal opportunity to compete for and perform subcontracts
18 which the Contractor enters into pursuant to this contract. Contractors are
19 encouraged to:

- 20
21 1. Advertise opportunities for Subcontractors or suppliers in a manner
22 reasonably designed to provide DBEs capable of performing the work with
23 timely notice of such opportunities. All advertisements should include a
24 provision encouraging participation by DBE firms and may be done through
25 general advertisements (e.g. newspapers, journals, etc.) or by soliciting
26 bids/proposals directly from DBEs.
27
28 2. Utilize the services of available minority community-based organizations,
29 minority contractor groups, local minority assistance offices and
30 organizations that provide assistance in the recruitment and placement of
31 DBEs and other small businesses.

32
33 In addition, the Office of Minority and Women's Business Enterprises has two
34 DBE Supportive Services Offices available to assist you as follows:

35
36 Seattle: (206) 553-7356
37 Tacoma: (253) 680-7393
38

- 39 3. Establish delivery schedules, where requirements of the contract allow, that
40 encourage participation by DBEs and other small businesses.
41
42 4. Achieve attainment through joint ventures.

43
44 In the absence of a mandatory goal, all DBE participation that is attained on this
45 project will be considered as "race neutral" participation and will be reported as such.

46
47 **DBE Eligibility (for reporting purposes only)**

48 **Selection of DBEs:**

49 DBEs utilized on the contract will be eligible to be counted as race neutral
50 participation only if the firm is identified as a DBE on the current list of firms
51 certified by the Office of Minority and Women's Business Enterprises (OMWBE),
52 the DBE firm is certified in the corresponding NAICS code(s) for the type of work
53 to be performed, and the DBE firm performs a commercially useful function. A list

1 of firms certified by OMWBE, including the NAICS codes for which they are
2 certified, is available from that office and on line through their website
3 (www.omwbe.wa.gov/directory/directory.htm) or by telephone at (360) 704-1181.
4

5 **Counting DBE Participation For Reporting Race Neutral Accomplishments**

6 When a DBE firm participates in a contract, only the value of the work actually
7 performed by the DBE will be counted as race-neutral participation.
8

- 9 1. Count the entire amount of the portion of the contract that is performed by the
10 DBE's own forces. Include the cost of supplies and materials obtained by the
11 DBE for the work of the contract, including supplies purchased or equipment
12 leased by the DBE (except supplies, materials, and equipment the DBE
13 Subcontractor purchases or leases from the Prime Contractor or its affiliate,
14 unless the Prime Contractor is also a DBE). Work performed by a DBE,
15 utilizing resources of the Prime Contractor or its affiliates will not be counted
16 as race-neutral participation. In very rare situations, a DBE firm may utilize
17 equipment and/or personnel from a non-DBE firm other than the Prime
18 Contractor or its affiliates. Should this situation arise, the arrangement must
19 be short-term and have prior written approval from the Contracting Agency.
20 The arrangement must not erode a DBE firm's ability to perform a
21 Commercially Useful Function (See discussion of CUF, below).
22
- 23 2. Count the entire amount of fees or commissions charged by a DBE firm
24 for providing a bona fide service, such as professional, technical,
25 consultant, or managerial services, or for providing bonds or insurance.
26
- 27 3. When a DBE subcontracts part of the work of its contract to another firm,
28 the value of the subcontracted work may be counted as race neutral
29 participation only if the DBE's lower tier Subcontractor is also a DBE.
30 Work that a DBE Subcontracts to a non-DBE firm does not count as race
31 neutral participation.
32
- 33 4. When a non-DBE subcontractor further subcontracts to a lower-tier
34 subcontractor or supplier who is a certified DBE, then that portion of the
35 work further subcontracted may be counted toward the DBE goal, so
36 long as it is a distinct clearly defined portion of the work of the
37 subcontract that the DBE is performing with its own forces in a
38 commercially useful function.
39

40 **DBE Prime Contractor**

41 A DBE prime Contractor may only count the work performed with its own forces and
42 the work performed by DBE Subcontractors and DBE suppliers.
43

44 **Joint Venture**

45 When a DBE performs as a participant in a joint venture, only that portion of the total
46 dollar value of the contract equal to the distinct, clearly defined portion of the work that
47 the DBE performs with its own forces will count as race neutral participation.
48

49 **Commercially Useful Function**

50 Payments to a DBE firm will count as race neutral participation only if the DBE is
51 performing a commercially useful function on the contract.
52

1. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (if applicable) and paying for the material itself. Two party checks are not allowed.
2. 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 in order to obtain the appearance of DBE participation.

Trucking

Use the following factors in determining 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 it is listed on a particular contract.
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 total value of the transportation services it provides on the contract using trucks it owns or leases, licenses, insures, and operates with drivers it employs.
4. For purposes of this paragraph 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 during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
5. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE may report race-neutral participation for the total value of the transportation services the lessee DBE provides on the contract.
6. The DBE may also lease trucks from a non-DBE firm and may enter an agreement with an owner-operator who is a non-DBE. The DBE who leases trucks from a non-DBE or employs a non-DBE owner-operator is entitled to count race-neutral participation only for the fee or commission it receives as a result of the lease arrangement. The DBE may not count the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
7. In any lease or owner-operator situation, as described in paragraphs 5 & 6 above, the following rules shall apply:
 - A written lease/rental agreement on all trucks leased or rented, showing the true ownership and the terms of the rental must be submitted and approved by the Contracting Agency prior to the

beginning of the work. The agreement must show the lessor's name, trucks to be leased, and agreed upon amount or method of payment (hour, ton, or per load). All lease agreements shall be for a long-term relationship, rather than for the individual project. Does not apply to owner-operator arrangements.

- Only the vehicle, (not the operator) is leased or rented. Does not apply to owner-operator arrangements.

8. In order for payments to be counted as race-neutral participation, DBE trucking firms must be covered by a subcontract or a written agreement approved by WSDOT prior to performing their portion of the work.

Expenditures paid to other DBEs

Expenditures paid to other DBEs for materials or supplies may be counted toward race neutral participation as provided in the following:

Manufacturer

1. Counting

If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward race neutral participation.

2. Definition

To be a manufacturer, the firm operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

3. In order to receive credit as a DBE manufacturer, the firm must have received an "on-site" review and been approved by WSDOT-OEO to operate as a DBE Manufacturing firm. To schedule a review, the manufacturing firm must submit a written request to WSDOT/OEO and may not receive race neutral credit, until the completion of the review. Once a firm's manufacturing process has been approved in writing, it is not necessary to resubmit the firm for approval unless the manufacturing process has substantially changed. Information on approved manufacturers may be obtained from WSDOT-OEO.

Regular Dealer

1. Counting

If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will count toward race neutral participation.

2. Definition

- a) To be a regular dealer, the firm must own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. It must also be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

b) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business, as provided elsewhere in this specification, if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

c) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers.

3. Regular dealer status is granted on a contract-by-contract basis. To obtain regular dealer status, a formal written request must be made by the interested supplier (potential regular dealer) to WSDOT/OEO. Included in the request shall be a full description of the project, type of business operated by the DBE, and the manner the DBE will operate as a regular dealer on the specific contract. Rules applicable to regular dealer status are contained in 49 CFR Part 26.55.e.2. Once the request is reviewed by WSDOT-OEO, the DBE supplier requesting it will be notified in writing whether regular dealer status was approved.

Materials or Supplies Purchased from a DBE

With respect to materials or supplies purchased from a DBE who is neither a manufacturer nor a regular dealer, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies or fees or transportation charges for the delivery of materials or supplies required on a job site may be counted as race neutral participation. No part of the cost of the materials and supplies themselves may be applied as race neutral participation.

Procedures Between Award and Execution

After award of the contract, the successful bidder shall provide the additional information described below. A failure to comply shall result in the forfeiture of the bidder's proposal bond or deposit.

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 correct business name, federal employer identification number (optional) and a mailing address.

The firms identified by the Contractor may be contacted to solicit general information as follows:

1. age of the firm
2. average of its gross annual receipts over the past three-years

Procedures After Execution

Reporting

The Contractor shall submit a "Quarterly Report of Amounts Credited as DBE Participation" (actual payments) on a quarterly basis for any calendar quarter in which DBE work is accomplished or upon completion of the project, as appropriate. The quarterly reports are due on January 20th, April 20th, July 20th, and October 20th of each year. Or, the contractor has the option of submitting

1 actual DBE payment data to the contracting agency on a monthly basis using the
2 Construction Management and Tracking System (CMATS). Use of CMATS will
3 become a requirement for all contractors effective January 7, 2008. The dollars
4 reported will be in accordance with the **"Counting DBE Participation For
5 Reporting Race Neutral Participation"** section of this specification.
6

7 In the event that the payments to a DBE have been made by an entity other than
8 the Prime Contractor (as in the case of a lower-tier subcontractor or supplier),
9 then the Prime Contractor shall obtain the quarterly report, including the signed
10 affidavit, from the paying entity and submit the report to the Contracting Agency.
11

12 **Payment**

13 Compensation for all costs involved with complying with the conditions of this
14 specification and any associated DBE requirements is included in payment for the
15 associated contract items of work.
16

17 **(January 3, 2005)**

18 **Special Training Provisions**

19 **General Requirements**

20 The Contractor's equal employment opportunity, affirmative action program shall
21 include the requirements set forth below. The Contractor shall provide on-the-job
22 training aimed at developing trainees to journeyman status in the trades involved. The
23 number of training hours shall be *** 1000 ***. The training program shall assign a
24 minimum of 200 hours per trainee. The Contractor may elect to accomplish training as
25 part of the work of a subcontractor, however, the Prime Contractor shall retain the
26 responsibility for complying with these Special Provisions. The Contractor shall also
27 ensure that this training provision is made applicable to any subcontract that includes
28 training.
29

30 **Trainee Approval**

31 The Federal government requires Contracting Agencies to include these training
32 provisions as a condition attached to the receipt of Federal highway funding. The
33 Federal government has determined that the training and promotion of members of
34 certain minority groups and women is a primary objective of this training provision.
35 The Contractor shall make every effort to enroll minority groups and women trainees
36 to the extent such persons are available within a reasonable recruitment area. This
37 training provision is not intended and shall not be used to discriminate against any
38 applicant for training, whether that person is a minority, woman or otherwise. A non-
39 minority male trainee or apprentice may be approved provided the following
40 requirements are met:
41

- 42 1. the Contractor is otherwise in compliance with the contract's Equal
43 Employment Opportunity and On-the-Job Training requirements and provides
44 documentation of the efforts taken to fill the specific training position with
45 either minorities or females
46
- 47 2. or, if not otherwise in compliance, furnishes evidence of his/her systematic
48 and direct recruitment efforts in regard to the position in question and in
49 promoting the enrollment and/or employment of minorities and females in the
50 craft which the proposed trainee is to be trained
51
52

1 3. and the Contractor has made a good faith effort towards recruiting of
2 minorities and women. As a minimum this good faith effort shall consist of
3 the following:
4

- 5 • Distribution of written notices of available employment opportunities
6 with the Contractor and enrollment opportunities with its unions.
7 Distribution should include but not be limited to; minority and female
8 recruitment sources and minority and female community
9 organizations;
10
- 11 • Records documenting the Contractor's efforts and the outcome of
12 those efforts, to employ minority and female applicants and/or refer
13 them to unions;
14
- 15 • Records reflecting the Contractor's efforts in participating in
16 developing minority and female on-the-job training opportunities,
17 including upgrading programs and apprenticeship opportunities;
18
- 19 • Distribution of written notices to unions and training programs
20 disseminating the Contractor's EEO policy and requesting
21 cooperation in achieving EEO and OJT obligations.
22

23 No employee shall be employed as a trainee in any classification in which the
24 employee has successfully completed a training course leading to journeyman status
25 or in which the employee has been employed as a journeyman. The Contractor's
26 records shall document the methods for determining the trainee's status and findings
27 in each case. When feasible, 25 percent of apprentices or trainees in each occupation
28 shall be in their first year of apprenticeship or training.
29

30 For the purpose of this specification, acceptable training programs are those
31 employing trainees/apprentices registered with the following:
32

- 33 1. Washington State Department of Labor & Industries — State Apprenticeship
34 Training Council (SATC) approved apprenticeship agreement:
35
36 a. Pursuant to RCW 49.04.060, an apprenticeship agreement shall be;
37
38 i. an individual written agreement between an employer and
39 apprentice
40 ii. a written agreement between (an employer or an
41 association of employers) and an organization of
42 employees describing conditions of employment for
43 apprentices
44 iii. a written statement describing conditions of employment
45 for apprentices in a plant where there is no bona fide
46 employee organization.
47

48 All such agreements shall conform to the basic standards and other
49 provisions of RCW Chapter 49.
50

- 51 2. Apprentices must be registered with U.S. Department of Labor — Bureau of
52 Apprenticeship Training (BAT) approved program.
53

1 Or

- 2
- 3 3. Trainees participating in a non-BAT/SATC program, which has been
- 4 approved by the contracting agency for the specific project.
- 5
- 6 4. For assistance in locating trainee candidates, the Contractor may call
- 7 WSDOT's OJT Support Services Technical Advisor at (360) 705-7088, (206)
- 8 587-4954 or toll free at 1-866-252-2680.
- 9

10 **Obligation to Provide Information**

11 Upon starting a new trainee, the Contractor shall furnish the trainee a copy of the

12 approved program the Contractor will follow in providing the training. Upon completion

13 of the training, the Contractor shall provide the Contracting Agency with a certification

14 showing the type and length of training satisfactorily completed by each trainee.

15

16 **Training Program Approval**

17 The Training Program shall meet the following requirements:

18

- 19 1. The Training Program (DOT Form 272-049) must be submitted to the
- 20 Engineer for approval prior to commencing contract work and shall be
- 21 resubmitted when modifications to the program occur.
- 22
- 23 2. The minimum length and type of training for each classification will be as
- 24 established in the training program as approved by the Contracting Agency.
- 25
- 26 3. The Training Program shall contain the trades proposed for training, the
- 27 number of trainees, the hours assigned to the trade and the estimated
- 28 beginning work date for each trainee.
- 29
- 30 4. Unless otherwise specified, Training Programs will be approved if the
- 31 proposed number of training hours equals the training hours required by
- 32 contract and the training program assigns a minimum of 200 hours per
- 33 trainee.
- 34
- 35 5. After approval of the training program, information concerning each individual
- 36 trainee and good faith effort documentation shall be submitted on (DOT Form
- 37 272-050.)
- 38
- 39 6. In King County, laborer trainees or apprentices will not be approved on
- 40 contracts containing less than 1000 training hours as specified in this Section.
- 41 In King County, no more than twenty percent (20%) of hours proposed for
- 42 trainees or apprentices shall be in the laborer classification when the contract
- 43 contains 1000 or more hours of training as specified in this Section. The
- 44 training program shall assign a minimum of 200 hours per trainee.
- 45
- 46 7. Flagging programs will not be approved. Other programs that include
- 47 flagging training will only be approved if the flagging portion is limited to an
- 48 orientation of not more than 20 hours.
- 49
- 50 8. It is the intention of these provisions that training is to be provided in the
- 51 construction crafts rather than clerk-typists or secretarial-type positions.
- 52 Training is permissible in lower level management positions such as office
- 53 engineers, estimators, timekeepers, etc., where the training is oriented

toward construction applications. Some off-site training is permissible as long as the training is an integral part of an approved training program.

9. It is normally expected that a trainee will begin training on the project as soon as feasible after start of work, utilizing the skill involved and remain on the project as long as training opportunities exist in the work classification or upon completion of the training program. It is not required that all trainees be on board for the entire length of the contract. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.
10. Wage Progressions: Trainees will be paid at least the applicable ratios or wage progressions shown in the apprenticeship standards published by the Washington State Department of Labor and Industries. In the event that no training program has been established by the Department of Labor and Industries, the trainee shall be paid in accordance with the provisions of RCW 39.12.021 which reads as follows:

Apprentice workmen employed upon public works projects for whom an apprenticeship agreement has been registered and approved with the State Apprenticeship Council pursuant to RCW 49.04, must be paid at least the prevailing hourly rate for an apprentice of that trade. Any workman for whom an apprenticeship agreement has not been registered and approved by the State Apprenticeship Council shall be considered to be a fully qualified journeyman, and, therefore, shall be paid at the prevailing hourly rate for journeymen.

Compliance

In the event that the Contractor is unable to accomplish the required training hours but can demonstrate a good faith effort to meet the requirements as specified, then the Contracting Agency will adjust the training goals accordingly.

Requirements for Non BAT/SATC Approved Training Programs

Contractors who are not affiliated with a program approved by BAT or SATC may have their training program approved provided that the program is submitted for approval on DOT Form 272-049, and the following standards are addressed and incorporated in the Contractor's program:

- The program establishes minimum qualifications for persons entering the training program.
- The program shall outline the work processes in which the trainee will receive supervised work experience and training on-the-job and the allocation of the approximate time to be spent in each major process. The program shall include the method for recording and reporting the training completed shall be stated.
- The program shall include a numeric ratio of trainees to journeymen consistent with proper supervision, training, safety, and continuity of employment. The ratio language shall be specific and clear as to application in terms of job site and workforce during normal operations (normally considered to fall between 1:10 and 1:4).

- 1 • The terms of training shall be stated in hours. The number of hours required
2 for completion to journeyman status shall be comparable to the apprenticeship
3 hours established for that craft by the SATC. The following are examples of
4 programs that are currently approved:

5

CRAFT	HOURS
Laborer	4,000
Ironworker	6,000
Carpenter	5,200-8,000
Construction Electrician	8,000
Operating Engineer	6,000-8,000
Cement Mason	5,400
Teamster	2,100

14

- 15 • The method to be used for recording and reporting the training completed
16 shall be stated.
- 17
- 18 • A numeric ratio of trainees to journeymen shall be established. It shall be
19 consistent with proper supervision, training, safety and continuity of
20 employment. The ratio language shall be specific and clear as to application
21 in terms of job site and workforce during normal operations.
- 22

23 **Measurement**

24 The Contractor may request that the total number of "training" hours for the contract
25 be increased subject to approval by the Contracting Agency. This reimbursement will
26 be made even though the Contractor receives additional training program funds from
27 other sources, provided such other sources do not prohibit other reimbursement.
28 Reimbursement to the Contractor for off-site training as indicated previously may only
29 be made when the Contractor does one or more of the following and the trainees are
30 concurrently employed on a Federal-aid project:

- 31
- 32 • contributes to the cost of the training,
 - 33 • provides the instruction to the trainee,
 - 34 • pays the trainee's wages during the off- site training period.
- 35

36 Reimbursement will be made upon receipt of a certified invoice that shows the related
37 payroll number, the name of trainee, total hours trained under the program, previously
38 paid hours under the contract, hours due this estimate, and dollar amount due this
39 estimate. The certified invoice shall show a statement indicating the Contractor's effort
40 to enroll minorities and women when a new enrollment occurs. If a trainee is
41 participating in a SATC/BAT approved apprenticeship program, a copy of the
42 certificate showing apprenticeship registration must accompany the first invoice on
43 which the individual appears. Reimbursement for training occurring prior to approval of
44 the training program will be allowed if the Contractor verbally notifies the Engineer of
45 this occurrence at the time the apprentice/trainee commences work. A
46 trainee/apprentice, regardless of craft, must have worked on the contract for at least
47 20 hours to be eligible for reimbursement.

48

49 **Payment**

50 The Contractor will be reimbursed under the item "Training" per hour for each hour of
51 training for each employee.

52

1 **(February 16, 1999)**

2 **Minority And Women's Business Enterprise (MWBE) Participation**

3
4 **General Statement**

5 In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW
6 the State of Washington encourages participation in all of its contracts by MWBE firms
7 certified by the office of Minority and Women's Business Enterprises (OMWBE).
8 Participation may be either on a direct basis in response to a solicitation/invitation or
9 as a subcontractor to a Bidder/Proposer. No preference will be included in the
10 evaluation of bids/proposals, no minimum level of MWBE participation shall be
11 required as a condition for receiving an award and bids/proposals will not be rejected
12 or considered non-responsive on that basis.

13
14 **Voluntary MWBE Goals**

15 Voluntary numerical MWBE participation goals shall be established for all
16 solicitation/invitations where applicable. These goals are voluntary, but achievement
17 of the goals is encouraged. No preference will be included in the evaluation of
18 bids/proposals, no minimum level of MWBE participation shall be required as a
19 condition of award or completion of the contract work, and bids/proposals will not be
20 rejected or considered non-responsive on that basis. Bidders may contact OMWBE at
21 360-753-9693 to obtain information on certified firms.

22
23 **Affirmative Efforts To Increase Participation By MWBE's**

24 **Voluntary Efforts**

25 Bidders/Proposers/Contractors are encouraged to:

- 26
27 1. Advertise opportunities for subcontractors or suppliers in a manner
28 reasonably designed to provide MWBEs capable of performing the work
29 with timely notice of such opportunities and all advertisements should
30 include a provision encouraging participation by MWBE firms.
31 Advertising may be done through general advertisements (e.g.,
32 newspapers, journals, etc.) or by soliciting bids/proposals directly from
33 MWBEs.
34
35 2. Provide MWBEs that express interest with adequate and timely
36 information about plans, specifications, and requirements of the contract.
37 Break down total requirements into smaller tasks or quantities, where
38 economically feasible, in order to permit maximum opportunity for
39 participation by MWBEs and other small businesses.
40
41 3. Utilize the services of available minority community organizations,
42 minority contractor groups, local minority assistance offices and
43 organizations that provide assistance in the recruitment and placement
44 of MWBEs and other small businesses.
45
46 4. Establish delivery schedules, where requirements of the contract permit,
47 that encourage participation by MWBEs and other small businesses.

48
49 The actions described in this section should supplement efforts to provide
50 information to all qualified firms, and nothing in this section is intended to prevent
51 or discourage the Bidders/Proposers/Contractors from inviting proposals for
52 participation from non-MWBE firms as well as MWBE firms.
53

1 **Non-discrimination**

2 Contractors, Bidders, and Proposers shall not create barriers to open and fair
3 opportunities for all businesses including MWBEs to participate in all State contracts
4 and to obtain or compete for contracts and subcontracts as sources of supplies,
5 equipment, construction and services. In considering offers from and doing business
6 with subcontractors and suppliers, the Contractor shall not discriminate on the basis of
7 race, color, creed, religion, national origin, sex, age, nationality, marital status, or the
8 presence of any mental or physical disability in an otherwise qualified disabled person.
9

10 The Contractor shall make the MWBE Participation General Statement cited
11 previously in this Special Provision a part of all subcontracts and agreements entered
12 into as a result of this contract.
13

14 **Definitions**

15 When referred to in this contract, the terms Minority, Minority Business Enterprise
16 (MBE), and Women's Business Enterprise (WBE) will be construed to have the
17 following meanings:
18

19 Minority means a person who is a citizen or lawful permanent resident of the
20 United States and who is:

- 21
- 22 (a) Black: having origins in any of the black racial groups of Africa;
 - 23
 - 24 (b) Hispanic: of Mexican, Puerto Rican, Cuban, Central or South American,
25 or other Spanish or Portuguese culture or origin, regardless of race;
 - 26
 - 27 (c) Asian American: having origins in any of the original peoples of the Far
28 East, Southeast Asia, the Indian subcontinent, or the Pacific Islands; or
 - 29
 - 30 (d) American Indian or Alaskan Native: having origins in any of the original
31 peoples of North America.
- 32

33 Minority Business Enterprise, Minority-owned Business Enterprise, or MBE
34 means a business organized for profit, performing a commercially useful function,
35 which is owned and controlled by one or more minority individuals or minority
36 business enterprises. Owned and controlled means a business in which one or
37 more minorities or MBE's own at least fifty-one percent (51%), or in the case of a
38 corporation at least fifty-one percent (51%) of the voting stock, and control at least
39 fifty-one percent (51%) of the management and daily business operations of the
40 business.
41

42 MWBE means a minority owned business enterprise, a women-owned business
43 enterprise, and/or a combination minority and women's business enterprise
44 certified by the Office of Minority and Women's Business Enterprises (OMWBE) of
45 the State of Washington.
46

47 Women's Business Enterprise, Women-owned Business Enterprise, or WBE
48 means a business organized for profit, performing a commercially useful function,
49 which is owned and controlled by one or more women or women's business
50 enterprises. Owned and controlled means a business in which one or more
51 women or WBE's own at least fifty-one percent (51%) or in the case of a
52 corporation at least fifty-one percent (51%) of the voting stock, and control at least
53 fifty-one percent (51%) of the management and daily business operations of the

business. The women owners must be United States citizens or lawful permanent residents.

Minority/Women's Business Enterprise means a minority owned business enterprise, a women-owned business enterprise; and/or a combination minority and women's business enterprise certified by the OMWBE of the State of Washington.

MBE/WBE Status

A consolidated list of firms accepted as certified by OMWBE is available via the WSDOT Home Page, (WWW.WSDOT.WA.GOV) and a hard copy is available at nominal cost from the OMWBE.

MBE/WBE Goals

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

*** \$0.00 ***

Further Information

If further information is desired concerning Minority Business Enterprise/Women's Business Enterprise participation, inquiry may be directed to:

External Civil Rights Branch
Office of Equal Opportunity
Washington State Department of Transportation
Transportation Bldg., PO Box 47314
Olympia, WA 98504-7314
or telephone - (360) 705-7085
Fax (360) 705-6801

(MARCH 13, 1995)

FEDERAL AGENCY INSPECTION

Section 1-07.12 is supplemented with the following:

Required Federal Aid Provisions

The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273) and the amendments thereto 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, as amended, are less restrictive than Washington State Law, then the Washington State Law shall prevail.

The provisions of FHWA 1273, as amended, included in this contract require that the Contractor insert the FHWA 1273 and amendments thereto in each subcontract, together with the wage rates which are part of the FHWA 1273, as amended. Also, a clause shall be included in each subcontract requiring the subcontractors to insert the FHWA 1273 and amendments 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 amendments thereto, the applicable wage rates, and this Special Provision.

CONTRACTOR'S RESPONSIBILITY FOR WORK

(August 6, 2001)

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.

PROTECTION AND RESTORATION OF PROPERTY

(December 6, 2004)

Archaeological And Historical Objects

Section 1-07.16(4) is supplemented with the following:

The project area potentially contains archaeological or historical objects that may have significance from a historical or scientific standpoint. To protect these objects from damage or destruction, the Contracting Agency, at its discretion and expense, may monitor the Contractor's operations, conduct various site testing and perform recovery and removal of such objects when necessary.

The Contractor may be required to conduct its operations in a manner that will accommodate such activities, including the reserving of portions of the work area for site testing, exploratory operations and recovery and removal of such objects as directed by the Engineer. If such activities are performed by consultants retained by the Contracting Agency, the Contractor shall provide them adequate access to the project site.

Added work necessary to uncover, fence, dewater, or otherwise protect or assist in such testing, exploratory operations and salvaging of the objects as ordered by the Engineer shall be paid by force account as provided in Section 1-09.6. If the discovery and salvaging activities require the Engineer to suspend the Contractor's work, any adjustment in time will be determined by the Engineer pursuant to Section 1-08.8.

To provide a common basis for all bidders, the Contracting Agency has entered an amount for the item "Archaeological and Historical Salvage" in the Proposal to become a part of the total bid by the Contractor.

(FEBRUARY 5, 2001)

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.

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

PSE	Jerry/Kathy LeDent
Teresa Loop	25905 Helmick Road
1329 State Street	Sedro-Woolley, WA 98284
Bellingham 98225	360-856-2956
360-647-6525	Private Water Supply
Verizon	Raymond Johnson
Jamaar Everett	25920 Helmick Road
595 Pease Road	Sedro-Woolley, WA 98284
Burlington 98233	360-856-0306
360-757-1172	Private Water Supply
Cascade Natural Gas	Sherrell/Pete Kelley
Rick Jennings	P.O. Box 751
Mount Vernon	Sedro-Woolley, WA 98284
360-336-6155	360-856-1561
	Private Water Supply
Upper Skagit Indian Tribe	Utility Location Center
Public Works	(One Call Center)
Joe Hemmerich	1667 Andis Road
25962 Community Plaza Way	Burlington, WA 98233
Sedro-Woolley, WA 98284	1-800-424-5555
360-854-7000, ext. 7045	

1-07.18 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

1-07.18 Public Liability and Property Damage Insurance (October 1, 2005 APWA GSP)

1-07.18(1) General Requirements

The Contractor shall obtain and keep in force during the term of the contract and until 30 days after the physical completion date, unless otherwise indicated below, the following insurance with insurance companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

The insurance provided must be with an insurance company 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 the security of the insurance provided, the company, terms and coverage, and the Certificate of Insurance.

If any policy is written on a claims made form, the retroactive date shall be prior to or coincident with 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 three years following the expiration or earlier termination of this contract, and the Contractor shall annually provide the

1 Contracting Agency with proof of renewal. If renewal of the claims made form of
2 coverage becomes unavailable, or economically prohibitive, the Contractor shall
3 purchase an extended reporting period ("tail") or execute another form of guarantee
4 acceptable to the Contracting Agency to assure financial responsibility for liability for
5 services performed.
6

7 The policies of insurance shall contain a "cross liability" endorsement substantially as
8 follows:
9

10 The inclusion of more than one insured under this policy shall not affect the rights of
11 any insured as respects any claim, suit, or judgment made or brought by or for any
12 other insured or by or for any employee of any other insured. This policy shall protect
13 each insured in the same manner as though a separate policy had been issued to
14 each, except that nothing herein shall operate to increase the company's liability
15 beyond the amount or amounts for which the company would have been liable had
16 only one insured been named.
17

18 The policies of insurance for general, automobile, and pollution policies shall be
19 specifically endorsed to name the Contracting Agency and its officers, elected officials,
20 employees, agents and volunteers, and any other entity specifically required by the
21 Contract Provisions, as additional insured(s).
22

23 In addition, Contractor's insurance shall be primary as respects the Contracting
24 Agency, and any other insurance maintained by the Contracting Agency shall be
25 excess and not contributing insurance with the Contractor's insurance.
26

27 The Contracting Agency shall be given at least 45 days prior written notice of any
28 cancellation, reduction in coverage, or other material change in any insurance policy.
29

30 Insurance shall provide coverage to the Contractor, all subcontractors, and the
31 Contracting Agency. The coverage shall protect against claims for personal injuries,
32 including accidental death, as well as claims for property damages which may arise
33 from any act or omission of the Contractor or the subcontractor, or by anyone directly
34 or indirectly employed by either of them.
35

36 Contractor hereby assumes all risk of damage to its property, or injury to its officers,
37 directors, agents, contractors, or invitees, in or about the Property from any cause,
38 and hereby waives all claims against the Contracting Agency. The Contractor further
39 waives, with respect to the Contracting Agency only, its immunity under RCW Title 51,
40 Industrial Insurance.
41

42 Upon request, the Contractor shall forward to the Contracting Agency the original
43 policy, or endorsement obtained, to a Contractor's policy currently in force.
44

45 The Contractor shall not begin work under the contract until the required insurance
46 has been obtained and approved by the Contracting Agency.
47

48 Failure on the part of the Contractor to maintain the insurance as required shall
49 constitute a material breach of contract upon which the Contracting Agency may, after
50 giving five working days notice to the Contractor to correct the breach, immediately
51 terminate the contract or, at its discretion, procure or renew such insurance and pay
52 any and all premiums in connection therewith, with any sums so expended to be
53 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.

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

1-07.18(2) 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 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. A policy of Commercial General Liability Insurance, written on an insurance industry standard occurrence form: (CG 00 01) or equivalent, including all the usual coverage known as:

- Per project aggregate endorsement (CG2503)
- 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 or Employers Contingent Liability
- Explosion, Collapse, or Underground (XCU), (as applicable)*
- Liquor Liability/Host Liquor Liability (as applicable)*
- Fire Damage Legal
- Blasting (as applicable)*

*These coverage are only required when the Contractor's work under this agreement includes exposures to which these specified coverage respond.

If the contract requires working over water, the following additional coverages are required, if so stated in the Contract Provisions:

- a. Watercraft, owned and non-owned
- b. U.S. Harborworkers'/Longshoremen and Jones Act

If any structures are involved in the contract, the Contractor shall provide property insurance under an "All Risk Builder's Risk" form in an amount equal to the value of the structure. The structure shall have All Risk Builders Risk Insurance inclusive of earthquake and flood subject to customary industry deductibles.

Other additional coverages that may be required will be listed in the Contract Provisions.

Such policy(ies) must provide the following minimum limits:

	Bodily Injury and Property Damage
\$1,000,000	General Aggregate
\$1,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury

\$1,000,000 Each Occurrence
\$ 50,000 Fire Damage

Stop Gap Employers Liability

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

2. Commercial Automobile Liability: as specified by Insurance Services Office, form number CA 0001, Symbol 1 (any auto), with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" as defined in exclusion 11 of the commercial auto policy are to be transported. Such policy(ies) must provide the following minimum limit:

Bodily Injury and Property Damage
\$1,000,000 combined single limit

3. Excess or Umbrella Liability

\$1 million per occurrence and aggregate

4. A Pollution Liability policy, required if so stated in the Contract Provisions, providing coverage for claims involving remediation, disposal, or other handling of pollutants arising out of: (1) Contractor's operations related to this project; (2) transportation of hazardous materials to or from any site related to this project, including, but not limited to, the project site and any other site, including those owned by the Contractor or for which the Contractor is responsible; and (3) remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos.

Such Pollution Liability policy shall provide the following minimum coverage for Bodily Injury and Property Damage:

\$1,000,000 per occurrence

5. Professional Liability: Required if design services are a part of the work, to cover damages resulting from professional errors and omissions. Such policy must provide the following minimum coverage:
\$1,000,000 per claim and annual aggregate.

6. A policy of Worker's Compensation, as required by the Industrial Insurance Laws of the State of Washington. As respects Workers' Compensation insurance in the state of Washington, Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of RCW Title 51. If Contractor is qualified as a self-insurer in accordance with RCW 51.14, Contractor shall so certify by letter signed by a corporate officer indicating that it is a qualified self insured, and setting forth the limits of any policy of excess insurance covering its employees.

1-07.18(3) Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate evidence of insurance as stated above for each subcontractor. All

coverage for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.

1-07.18(4) Evidence of Insurance

When the Contractor delivers the executed contract for the work to the Contracting Agency it shall be accompanied by a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth above. The certificate must conform to the following requirements:

1. An ACORD certificate Form 25-S, showing the insuring company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements.
2. A copy of the endorsement naming Contracting Agency and any other entities required by the Contract Provisions as Additional Insured(s), and stating that coverage is primary and noncontributory, showing the policy number, and signed by an authorized representative of the insurance company on Form CG2010 (ISO) or equivalent.
3. The certificate(s) shall not contain the following or similar wording regarding cancellation notification to the Contracting Agency: "Failure to mail such notice shall impose no obligation or liability of any kind upon the company."

1-07.18(5) Self-Insurance

Should Contractor be self-insured for any liability coverage, a letter from the Corporate Risk Manager, or appropriate Finance Officer, is acceptable—stipulating if actuarially funded and fund limits; plus any excess declaration pages to meet the contract requirements. Further, this letter shall advise how Contractor would protect and defend the Contracting Agency as an Additional Insured in their Self-Insured layer, and include claims-handling directions in the event of a claim.

PUBLIC CONVENIENCE AND SAFETY

Construction Under Traffic

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

(April 5, 2004)

The construction safety zone will be determined as follows:

When the posted speed is 35 MPH or under, the safety zone will be 10 feet from the outside edge of traveled way or 2 feet beyond the outside edge of the sidewalk.

When the posted speed is from 40 to 55 MPH the safety zone will be 15 feet from the outside edge of traveled way.

When the posted speed is 60 MPH or over the safety zone will be 30 feet from the outside edge of traveled way.

During nonworking hours equipment or materials shall not be within the safety zone unless it is 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 the actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the safety zone and

1 only construction vehicles absolutely necessary to construction shall be allowed
2 within the safety zone or allowed to stop or park on the shoulder of the roadway.
3

4 The Contractor's nonessential vehicles and employees private vehicles shall not
5 be permitted to park within the safety zone at any time unless protected as
6 described above.
7

8 Deviation from the above requirements shall not occur unless the Contractor has
9 requested the deviation in writing and the Engineer has provided written approval.
10

11 **1-07.23(1) Construction Under Traffic**
12 (October 1, 2005 APWA GSP)
13

14 Revise the second paragraph to read:

15
16 To disrupt public traffic as little as possible, the Contractor shall permit traffic to pass
17 through the work with the least possible inconvenience or delay. The Contractor shall
18 maintain existing roads, streets, sidewalks, and paths within the project limits, keeping
19 them open, and in good, clean, safe condition at all times. Deficiencies caused by the
20 Contractor's operations shall be repaired at the Contractor's expense. Deficiencies not
21 caused by the Contractor's operations shall be repaired by the Contractor when directed by
22 the Engineer, at the Contracting Agency's expense. The Contractor shall also maintain
23 roads, streets, sidewalks, and paths adjacent to the project limits when affected by the
24 Contractor's operations. Snow and ice control will be performed by the Contracting Agency
25 on all projects. Cleanup of snow and ice control debris will be at the Contracting Agency's
26 expense. The Contractor shall perform the following:
27

- 28 1. Remove or repair any condition resulting from the work that might impede traffic
29 or create a hazard.
- 30 2. Keep existing traffic signal and highway lighting systems in operation as the work
31 proceeds. (The Contracting Agency will continue the route maintenance on such
32 system.)
- 33 3. Maintain the striping on the roadway at the Contracting Agency's expense. The
34 Contractor shall be responsible for scheduling when to renew striping, subject
35 to the approval of the Engineer. When the scope of the project does not require
36 work on the roadway, the Contracting Agency will be responsible for maintaining
37 the striping.
- 38 4. Maintain existing permanent signing. Repair of signs will be at the Contracting
39 Agency's expense, except those damaged due to the Contractor's operations.
- 40 5. Keep drainage structures clean to allow for free flow of water. Cleaning of
41 existing drainage structures will be at the Contracting Agency's expense when
42 approved by the Engineer, except when flow is impaired due to the Contractor's
43 operations.
44

45 **1-07.23(2) Construction and Maintenance of Detours**
46 (October 1, 2005 APWA GSP)
47

48 REVISE THE FIRST PARAGRAPH TO READ:

49
50 Unless otherwise approved, the Contractor shall maintain two-way traffic during
51 construction. The Contractor shall build, maintain in a safe condition, keep open to traffic,
52 and remove when no longer needed:
53

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

(NWR February 14, 2005)

Signs and Traffic Control Devices

All signs and traffic control devices for the permitted closures shall only be installed during the specified hours. Construction signs, if placed earlier than the specified hours of closure, shall be turned or covered so as not to be visible to motorists.

Hours of Darkness

The Contractor shall, at no additional cost to the Contracting Agency, make all arrangements for operations during hours of darkness. Flagger stations shall be illuminated using a minimum 150 watt floodlight.

Lighting used for nighttime work shall, whenever possible, be directed away from, or shielded from, residences and oncoming traffic.

Road Closure and Access

(1/09/06) Sk. Co.

Section 1-07.23 is supplemented with the following:

The Contractor will not be allowed to close Helmick Road to through traffic, emergency vehicles, delivery trucks and pedestrians, except at Red Creek Bridge after the detour route is established as shown on the Class A Signing Plan. Emergency vehicles must be able to access every address at all times by Helmick Road and the approved detour route.

At least one lane of traffic shall be maintained at all times. The road shall be opened to two-way traffic at the end of each workday.

At least one access point must be provided to all residences. Access shall be restored immediately after any construction activities are completed and at the end of each workday. Costs associated with maintaining access shall be incidental to the project.

The Contractor shall not implement any lane closures without an approved Traffic Control Plan. No Traffic Control Plan will be provided by the County for the work on Helmick Road. The Contractor shall follow the Traffic Control Plans in the plans for the work on SR 20 The Contractor shall submit Traffic Control Plan(s) for work on Helmick Road to the Engineer for approval a minimum of five (5) days in advance of any proposed lane closures.

1-07.24 RIGHTS OF WAY

(October 1, 2005 APWA GSP)

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

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

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

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

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

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

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

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

PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 PRELIMINARY MATTERS

(October 1, 2005 APWA GSP)

1-08.0(1) Preconstruction Conference

(October 1, 2005 APWA GSP)

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

1. To review the initial progress schedule;

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

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

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

1-08.0(2) Hours of Work
(October 1, 2005 APWA GSP)

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

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

Permission to work between the hours of 10:00 p.m. and 7:00 a.m. during weekdays and between the hours of 10:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise control requirements. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Contracting Agency's noise control regulations or complaints are received from the public or adjoining property 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: requiring the Engineer or such assistants as the Engineer may deem necessary to be present during the work; requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency employees who worked during such times, on non Federal aid projects; considering the work performed on Saturdays and holidays as working days with regards to the contract time; and considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period. Assistants may include, but are not limited to, survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees when in the opinion of the Engineer, such work necessitates their presence.

1 (*****)

2 **Lane, Ramp, and Roadway Closures**

3 Lane closures will be permitted as follows:

4
5 Monday-Friday 8:00 AM to 4:00 PM

6
7 **(NWR March 6, 2000)**

8 **Closure Restrictions**

9 The traffic closures listed above will not be allowed during the following time periods:

10
11 Holidays - from noon the day prior to a holiday or holiday weekend through noon
12 the day following a holiday or holiday weekend. Holidays that occur on Friday,
13 Saturday, Sunday, or Monday are considered a holiday weekend.

14
15 **(NWR March 6, 2000)**

16 Canadian holidays or holiday weekends as follows:

17
18 Good Friday (Friday before Easter)
19 Queen's Birthday/Victoria Day (closest Monday to May 20)
20 Canada Day/Dominion Day (always July 1)
21 Thanksgiving Day (closest Monday to October 12)
22 Boxing Day (always December 26)
23 Easter Monday (Monday following Easter)
24 B.C. Day (first Monday in August)

25
26 **(NWR March 6, 2000)**

27 **Hour Adjustment**

28 If the Engineer determines the permitted closure hours adversely affect traffic, the
29 Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in
30 writing of any change in the closure hours.

31
32 **(NWR March 6, 2000)**

33 **Advance Notification**

34 The Contractor shall notify the Engineer in writing 5 working days in advance of any
35 lane closure, sidewalk closure, or both.

36
37 **SUBCONTRACTING**

38 Section 1-08.1 is supplemented with the following:

39
40 **(October 12, 1998)**

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

47
48 A subcontractor or lower tier subcontractor will not be permitted to perform any work under
49 the contract until the following documents have been completed and submitted to the
50 Engineer:

- 51
52 1. Request to Sublet Work (Form 421-012), and

1 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for
2 Federal-aid Projects (Form 420-004).
3

4 The Contractor's records pertaining to the requirements of this Special Provision shall be
5 open to inspection or audit by representatives of the Contracting Agency during the life of
6 the contract and for a period of not less than three years after the date of acceptance of the
7 contract. The Contractor shall retain these records for that period. The Contractor shall
8 also guarantee that these records of all subcontractors and lower tier subcontractors shall
9 be available and open to similar inspection or audit for the same time period.
10

11 **1-08.4 NOTICE TO PROCEED AND PROSECUTION OF THE WORK**
12 (October 1, 2005 APWA GSP)
13

14 Revise this section to read:

15
16 Notice to Proceed will be given after the contract has been executed and the contract bond
17 and evidence of insurance have been approved and filed by the Contracting Agency. The
18 Contractor shall not commence with the work until the Notice to Proceed has been given
19 by the Engineer. The Contractor shall commence construction activities on the project site
20 within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The
21 Contractor shall diligently pursue the work to the physical completion date within the time
22 specified in the contract. Voluntary shutdown or slowing of operations by the Contractor
23 shall not relieve the Contractor of the responsibility to complete the work within the time(s)
24 specified in the contract.
25

26 **1-08.5 TIME FOR COMPLETION**
27 (October 1, 2005 APWA GSP)
28

29 Revise the fourth and fifth paragraphs to read:

30
31 Contract time shall begin on the first working day following the Notice to Proceed Date.
32 The contract provisions may specify another starting date for contract time, in which case,
33 time will begin on the starting date specified.
34

35 Each working day shall be charged to the contract as it occurs, beginning on the day after
36 the Notice to Proceed Date, unless otherwise provided in the Contract Provisions, until the
37 contract work is physically complete. If substantial completion has been granted and all
38 the authorized working days have been used, charging of working days will cease. Each
39 week the Engineer will provide the Contractor a statement that shows the number of
40 working days: (1) charged to the contract the week before; (2) specified for the physical
41 completion of the contract; and (3) remaining for the physical completion of the contract.
42 The statement will also show the nonworking days and any partial or whole day the
43 Engineer declares as unworkable. Within 10 calendar days after the date of each
44 statement, the Contractor shall file a written protest of any alleged discrepancies in it. To
45 be considered by the Engineer, the protest shall be in sufficient detail to enable the
46 Engineer to ascertain the basis and amount of time disputed. By not filing such detailed
47 protest in that period, the Contractor shall be deemed as having accepted the statement as
48 correct. If the Contractor elects to work 10 hours a day and 4 days a week (a 4-10
49 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be
50 charged as a working day then the fifth day of that week will be charged as a working day
51 whether or not the Contractor works on that day.
52

53 Revise the seventh paragraph to read:

1
2 The Engineer will give the Contractor written notice of the completion date of the contract
3 after all the Contractor's obligations under the contract have been performed by the
4 Contractor. The following events must occur before the Completion Date can be
5 established:

- 6
7 1. The physical work on the project must be complete; and
8
9 2. The Contractor must furnish all documentation required by the contract and
10 required by law, to allow the Contracting Agency to process final acceptance of
11 the contract. The following documents must be received by the Project Engineer
12 prior to establishing a completion date:
13
14 a. Certified Payrolls (Federal-aid Projects)
15 b. Material Acceptance Certification Documents
16 c. Annual Report of Amounts Paid as MBE/WBE Participants or Quarterly
17 Report of Amounts Credited as DBE Participation, as required by the Contract
18 Provisions.
19 d. FHWA 47 (Federal-aid Projects)
20 e. Final Contract Voucher Certification
21 f. Property owner releases per Section 1-07.24

22
23 (March 13, 1995)

24 Section 1-08.5 is supplemented with the following:

25
26 **This project shall be physically completed within *** 120 *** working days.**

27
28 **1-08.7 MAINTENANCE DURING SUSPENSION**

29 (October 1, 2005 APWA GSP)

30
31 Revise the second paragraph to read:

32
33 At no expense to the Contracting Agency, the Contractor shall provide through the
34 construction area a safe, smooth, and unobstructed roadway, sidewalk, and path for public
35 use during suspension (as required in Section 1-07.23 or the Special Provisions). This may
36 include a temporary road or detour.

37
38 **MEASUREMENT AND PAYMENT**

39
40 **1-09.6 FORCE ACCOUNT**

41 (October 1, 2005 APWA GSP)

42
43 Supplement this Section with the following:

44
45 Owner has estimated and included in the Proposal, dollar amounts for all items to be paid
46 per force account, only to provide a common proposal for Bidders. All such dollar amounts
47 are to become a part of Contractor's total bid. However, Owner does not warrant expressly
48 or by implication that the actual amount of work will correspond with those estimates.
49 Payment will be made on the basis of the amount of work actually authorized by Engineer.
50

1 (APRIL 28, 1997)

2 **PAYMENT FOR MATERIAL ON HAND**

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

4
5 The Contracting Agency will not pay for any individual item on hand with a cost of less than
6 \$2,000. As materials are used in the work, credits equaling the partial payments for them
7 will be taken on future estimates. Each month, no later than the estimate due date, the
8 Contractor shall submit a letter to the Project Engineer that clearly states: 1) the amount
9 originally paid on the invoice (or other record of production cost) for the items on hand, 2)
10 the dollar amount of the material incorporated into each of the various work items for the
11 month, and 3) the amount that should be retained in material on hand items. If work is
12 performed on the items and the Contractor does not submit a letter, all of the previous
13 material on hand payment will be deducted on the estimate. Partial payment for materials
14 on hand shall not constitute acceptance. Any material will be rejected if found to be faulty
15 even if partial payment for it has been made.

16
17 **1-09.9 PAYMENTS**

18 (October 1, 2005 APWA GSP)

19
20 Delete the third paragraph and replace it with the following:

21
22 Progress payments for completed work and material on hand will be based upon progress
23 estimates prepared by the Engineer. A progress estimate cutoff date will be established at
24 the preconstruction meeting.

25
26 The initial progress estimate will be made not later than 30 days after the Contractor
27 commences the work, and successive progress estimates will be made every month
28 thereafter until the Completion Date. Progress estimates made during progress of the
29 work are tentative, and made only for the purpose of determining progress payment. The
30 progress estimates are subject to change at any time prior to the calculation of the Final
31 Payment.

32
33 The value of the progress estimate will be the sum of the following:

- 34
35 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units
36 of work completed multiplied by the unit price.
37 2. Lump Sum Items in the Bid Form — the estimated percentage complete
38 multiplied by the Bid Forms amount for each Lump Sum Item, or per the schedule
39 of values for that item.
40 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site
41 or other storage area approved by the Engineer.
42 4. Change Orders — entitlement for approved extra cost or completed extra work as
43 determined by the Engineer.

44
45 Progress payments will be made in accordance with the progress estimate less:

- 46
47 1. Retainage per Section 1-09.9(1);
48 2. The amount of Progress Payments previously made; and
49 3. Funds withheld by the Contracting Agency for disbursement in accordance with
50 the Contract Documents.

51
52 Progress payments for work performed shall not be evidence of acceptable performance or
53 an admission by the Contracting Agency that any work has been satisfactorily completed.

Payments will be made by warrants, issued by the Contracting Agency's fiscal officer, against the appropriate fund source for the project. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

(MARCH 13, 1995)

Section 1-09.9 is supplemented with the following:

The quantity of the following items to be paid for on this project shall be the quantity shown in the Proposal, unless changes are made in accordance with Section 1-04.4 which affect this quantity. The quantity shown in the Proposal will be adjusted by the amount of the change and will be paid for as specified in Section 1-04.4.

\$\$

Roadway Excavation, Incl. Haul

Gravel Backfill for Wall

Steel Reinforcing Bar for Bridge

Concrete Class 4000 for Bridge

\$\$

The quantities in the Proposal are listed only for the convenience of the Contractor in determining the volume of work involved and are not guaranteed to be accurate. The prospective bidders shall verify these quantities before submitting a bid. No adjustments other than for approved changes will be made in the quantity even though the actual quantities required may deviate from those listed.

The unit contract price for these items shall be full pay to construct and complete this portion of the work.

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.

SECTION 1-10, TEMPORARY TRAFFIC CONTROL

(2/6/06) SK. CO.

1-10.2(1)B TRAFFIC CONTROL SUPERVISOR

Section 1-10.2(1) B has been revised to read:

A Traffic Control Supervisor (TCS) shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized or less frequently, as authorized by the Engineer.

1 The TCS shall personally perform all the duties of the TCS. During nonwork periods, the
2 TCS shall be available to the job site within a 45-minute time period after notification by the
3 Engineer.
4

5 The TCS's duties shall include:
6

- 7 1. Having a current set of approved traffic control plans (TCPs), applicable contract
8 provisions as provided by the Contractor, the latest adopted edition of the
9 *MUTCD*, including the *Washington State Modifications to the MUTCD*, the book
10 *Quality Guidelines for Work Zone Traffic Control Devices*, and applicable
11 standards and specifications.
12
- 13 2. Inspecting traffic control devices and nighttime lighting for proper location,
14 installation, message, cleanliness, and effect on the traveling public. Traffic
15 control devices shall be inspected at least once per hour during working hours
16 except that Class A signs and nighttime lighting need to be checked only once a
17 week. Traffic control devices left in place for 24 hours or more shall also be
18 inspected once during the nonworking hours when they are initially set up (during
19 daylight or darkness, whichever is opposite of the working hours). The TCS shall
20 correct, or arrange to have corrected, any deficiencies noted during these
21 inspections.
22
- 23 3. Preparing a daily traffic control diary on each day that traffic control is performed
24 using DOT Forms 421-040A and 421-040B, and submitting them to the Engineer
25 no later than the end of the next working day. The Contractor may use alternate
26 forms if approved by the Engineer. Diary entries shall include, but not be limited
27 to:
28
 - 29 a. Time of day when signs and traffic control devices are installed and
30 removed,
 - 31 b. Location and condition of signs and traffic control devices,
 - 32 c. Revisions to the traffic control plan,
 - 33 d. Lighting utilized at night, and
 - 34 e. Observations of traffic conditions.
35
- 36 4. Making minor revisions to the traffic control plan to accommodate site conditions
37 provided that the original intent of the traffic control plan is maintained and the
38 revision has the concurrence of both the Contractor and the Engineer.
39
- 40 5. Attending traffic control coordinating meetings or coordination activities as
41 necessary for full understanding and effective performance.
42
- 43 6. Ensuring that all needed traffic control devices and equipment are available and in
44 good working condition prior to the need to install or utilize them.
45
- 46 7. ***Patrolling and maintaining traffic control as described in Section 1-10.3(2)E.***
47

48 The TCS may perform the work described in Section 1-10.3(1)A **Flaggers and Spotters** or
49 in Section 1-10.3(1)B **Other Traffic Control Labor** and be compensated under those bid
50 items, provided that the duties of the TCS are accomplished.
51

Section 1-10.4(2) has been revised to read:

1-10.4(2) Item Bids with Lump Sum for Incidentals

When the bid proposal does not contain the item "Project Temporary Traffic Control", Sections 1-10.4(1) and 1-10.5(1) are deleted and the bid proposal will contain some or all of the following items, measured as noted.

No specific unit of measurement will apply to the lump sum item of "Traffic Control Supervisor." *Duties of the Traffic Control Supervisor will include patrolling and maintaining traffic control measures as described in Section 1-10.3(2)E.*

"Traffic Control Labor" will be measured by the hour. Hours will be measured for each flagging or spotting station, shown on an approved Traffic Control Plan, when that station is staffed in accordance with Section 1-10.3(1)A. When a flagging station is staffed on an intermittent basis, no deduction will be made in measured hours provided that the person staffing the station is in a standby mode and is not performing other duties.

With the exception of patrolling and maintaining, hours will also be measured for each person engaged in any one of the following activities:

- *Operating a pilot vehicle during one-way piloted traffic control.*
- *Operating a traffic control vehicle or a chase vehicle during a rolling slowdown operation.*
- *Operating a vehicle or placing/removing traffic control devices during the setup or takedown of a lane closure. Performing preliminary work to prepare for placing and removing these devices.*
- *Operating any of the moving traffic control equipment, or adjusting signing during a mobile operation as described in Section 1-10.3(2)D.*
- *Placing and removing Class B construction signs. Performing preliminary work to prepare for placing and removing these signs.*
- *Relocation of Portable Changeable Message Signs within the project limits.*
- *Installing and removing Barricades, Traffic Safety Drums, Barrier Drums, Cones, Tubular Markers and Warning Lights and Flashers to carry out approved Traffic Control Plan(s). Performing preliminary work to prepare for installing these devices.*

Time spent on activities other than those listed will not be measured under this item.

"Construction Signs, Class A" will be measured by the square foot of panel area for each sign designated on an approved Traffic Control Plan as Class A or for each construction sign installed as ordered by the Engineer and designated as Class A at the time of the order. Class A signs may be used in more than one location and will be measured for each new installation. Class B construction signs will not be measured. Sign posts or supports will not be measured.

1
2 "Sequential Arrow Sign" will be measured by the hour for the time that each sign is
3 operating as shown on an approved Traffic Control Plan **or as directed by the Engineer.**

4
5 "Portable Changeable Message Sign" will be measured per each one time only for each
6 portable changeable message sign used on the project. The final pay quantity shall be the
7 maximum number of such signs in place at any one time as approved by the Engineer.

8
9 "Operation of Portable Changeable Message Sign" will be measured by the hour for each
10 hour of operation. The hours of operation will be determined by the Engineer. Hours of
11 operation in excess of those determined by the Engineer will be at the Contractor's
12 expense.

13
14 "Truck Mounted Impact Attenuator" will be measured per each one time only for each truck
15 with mounted impact attenuator used on the project. The final pay quantity shall be the
16 maximum number of truck-mounted impact attenuators in place at any one time.

17
18 "Operation of Truck-Mounted Impact Attenuator" will be measured by the hour for each
19 truck-mounted attenuator manned and operated. Manned and operated shall be when the
20 truck-mounted impact attenuator has an operator and is required to move, in operating
21 position, with the construction operation or when moving the TMA from one position to
22 another on the project.

23
24 No specific unit of measurement will apply to the force account item of "Repair Truck-
25 Mounted Impact Attenuator".

26
27 No specific unit of measurement will apply to the lump sum item of "Other Temporary
28 Traffic Control".

29
30 **Section 1-10.5(2) has been revised to read:**

31
32 **1-10.5(2) Item Bids with Lump Sum for Incidentals**

33
34 "Traffic Control Supervisor", lump sum.

35 The lump sum contract payment shall be full compensation for all costs incurred by the
36 Contractor in performing the contract work defined in Section 1-10.2(1)B.

37
38 **"Traffic Control Labor"**, per hour.

39 The unit contract price, when applied to the number of units measured for this item in
40 accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the
41 Contractor in performing the contract work defined in Section 1-10.3(1)A **and as**
42 **specifically mentioned for this item in Section 1-10.4(2).**

43
44 "Construction Signs Class A", per square foot.

45 The unit contract price, when applied to the number of units measured for this item in
46 accordance with Section 1-10.4(2), shall be full compensation for all costs of labor,
47 materials and equipment incurred by the Contractor in performing the contract work
48 described in Section 1-10.3(3)A. In the event that "Do Not Pass" and "Pass With Care"
49 signs must be left in place, a change order, as described in Section 1-04.4, will be required.
50 When the bid proposal contains the item "Sign Covering", then covering those signs
51 indicated in the contract will be measured and paid according to Section 8-21.
52

1 "Sequential Arrow Sign", per hour.

2 The unit contract price, when applied to the number of units measured for this item in
3 accordance with Section 1-10.4(2), shall be full compensation for all costs of labor,
4 materials and equipment incurred by the Contractor in performing the contract work
5 described in Section 1-10.3(3)B.

6
7 "Portable Changeable Message Sign", per each.

8 The unit contract price, when applied to the number of units measured for this item in
9 accordance with Section 1-10.4(2), shall be full compensation for all costs of labor,
10 materials and equipment incurred by the Contractor in procuring all portable changeable
11 message signs required for the project and for transporting these signs to and from the
12 project.

13
14 "Operation of Portable Changeable Message Sign", per hour.

15 The unit contract price, when applied to the number of units measured for this item in
16 accordance with Section 1-10.4(2), shall be full compensation for all costs of labor,
17 materials and equipment incurred by the Contractor in performing the contract work
18 described in Section 1-10.3(3)C except for costs compensated separately under the items
19 "Other Traffic Control Labor" and "Portable Changeable Message Sign".

20
21 "Truck-Mounted Impact Attenuator", per each.

22 The unit contract price, when applied to the number of units measured for this item in
23 accordance with Section 1-10.4(2), shall be full compensation for all costs of labor,
24 materials and equipment incurred by the Contractor in performing the contract work
25 described in Section 1-10.3(3)J except for costs compensated separately under the items
26 "Operation of Truck-Mounted Impact Attenuator" and "Repair Truck-Mounted Impact
27 Attenuator".

28
29 "Operation of Truck-Mounted Impact Attenuator", per hour.

30 The unit contract price, when applied to the number of units measured for this item in
31 accordance with Section 1-10.4(2), shall be full compensation for all costs of labor,
32 materials and equipment incurred by the Contractor in operating truck-mounted impact
33 attenuators on the project.

34
35 "Repair Truck-Mounted Impact Attenuator", by force account.

36 All costs of repairing or replacing truck-mounted impact attenuators that are damaged by
37 the motoring public while in use as shown on an approved Traffic Control Plan will be paid
38 for by force account as specified in Section 1-09.6. To provide a common proposal for all
39 bidders, the Contracting Agency has estimated the amount of force account for "Repair
40 Truck-Mounted Impact Attenuator" and has entered the amount in the Proposal to become
41 a part of the total bid by the Contractor. Truck-mounted attenuators damaged due to the
42 Contractor's operation or damaged in any manner when not in use shall be repaired or
43 replaced by the Contractor at no expense to the Contracting Agency.

44
45 "Other Temporary Traffic Control", lump sum.

46 The lump sum contract payment shall be full compensation for all costs incurred by the
47 Contractor in performing the contract work defined in Section 1-10, and which costs are not
48 compensated by one of the above-listed items.

**DIVISION 2
EARTHWORK**

CLEARING, GRUBBING, AND ROADSIDE CLEANUP

(2/21/06) Sk. Co.

Description

Section 2-01.1 is supplemented with the following:

Clearing limits will be staked by the Engineer.

Marked trees in the area of STA 46+00 to STA 53+00, LT, are to be cut and stockpiled on property (approximately STA 52+50, 100' LT).

Within the following limits:

South side of SR20,	
STA 38+50 TO STA 46+00	LT & RT,
STA 46+00 TO STA 53+00	LT,
STA 63+50 TO END OF PROJECT	RT,

all other trees with 12" or greater diameter base are to be removed with root wad, cut to 30 foot lengths and stockpiled in the Lower Red Creek Restoration Area as shown in the plans or as designated by the Engineer.

Measurement

Section 2-01.4 is supplemented with the following:

Area in Schedule A to be cleared and grubbed is approximately 2.5 acres.

Area in Schedule B to be cleared and grubbed is approximately 1 acre.

No separate measurement will be made for removing, cutting and stockpiling of trees.

Payment

Section 2-01.5 is supplemented with the following:

The lump sum contract price for "Clearing and Grubbing" shall be full pay for all labor, equipment and materials necessary to clear and grub as indicated in the Plans, including cutting of marked trees and stockpiling on adjacent property, and removing trees with root wad, cutting to length and stockpiling in Lower Red Creek Restoration Area, as indicated in the Plans and these Special Provisions.

REMOVAL OF STRUCTURES AND OBSTRUCTIONS

DESCRIPTION

Section 2-02.1 is supplemented with the following:

(2/28/06) Sk. Co.

This work consists of sawcutting, removal and disposal of storm sewer pipe, fencing, and other noted items.

CONSTRUCTION REQUIREMENTS

Section 2-02.3 is supplemented with the following:

(February 17, 1998)

Removing Items

The following items shall be removed and disposed of:

Description	Location	Approx. Quantity
Culvert Pipe	**	840 LF
Asphalt Pavement	See Sheets I.3, C3	
CB	STA 65+50	1 EA
Block Wall	See Sheet I.3	60 LF
Extruded Curb	See Sheet I.3	60 LF

** Various locations as shown in the Plans, including but not limited to, 3 culvert pipes in the road fill at approximately STA 59+00, 2 of which are buried.

PAYMENT

Section 2-02.5 is supplemented with the following:

(2/28/06) Sk. Co.

"Removal of Structure and Obstructions", per lump sum.

The lump sum contract price for "Removal of Structures and Obstructions" shall be full pay for all labor, equipment and materials necessary, including sawcutting, to remove and dispose of indicated items; including, but not limited to asphalt, catch basin, block wall, extruded curb and culvert pipe, as indicated in the Plans and these Special Provisions.

ROADWAY EXCAVATION AND EMBANKMENT

DESCRIPTION

Section 2-03.1 is supplemented with the following:

(2/28/06) Sk. Co.

Roadway excavation will include all excavation work required to construct all new roadway sections including excavation for the path/equestrian trail, gas line trenches, roadside ditches and bioswales. Work also includes constructing berms on existing roadway as indicated in the Plans.

Roadway excavation shall also include the placement and removal of the temporary wedge of compacted crushed surfacing top course for installation of traffic drums for the shoulder work protection area along SR 20.

Excavated material shall be disposed of off-site. The Contractor is responsible for providing a waste disposal site. The Contractor is responsible for any costs that may be associated with improving, maintaining, and restoring any disposal site.

Roadway excavation shall include the excavation and grading work for the access driveway on SR 20, Sta 222+00 RT to Sta 227+50 RT, as noted on plan sheet I-5.

CONSTRUCTION REQUIREMENTS

Section 2-03.3 is supplemented with the following:

(2/24/06) Sk. Co.

The Contracting Agency shall provide construction staking adequate for excavation and embankment construction.

The Contractor shall coordinate with Cascade Natural Gas crews for lowering the 4" plastic gas main. The Contractor will provide trenches for the gas crews to lower the gas line. Trenches shall be backfilled with gravel borrow.

Disposal Of Surplus Material

Contractor-Provided Disposal Site

Section 2-03.3(7)C is supplemented with the following:

(2/28/06) Sk. Co.

All surplus excavation or other materials shall be disposed of or reused in a manner that does not degrade sensitive resources such as wellhead protection zones, surface water bodies, parks, and child-use areas. Disposing of soils of any kind directly to a topsoil manufacturer is prohibited.

MEASUREMENT

Section 2-03.4 is supplemented with the following:

(2/28/06) Sk. Co.

Measurement for roadway excavation including haul will be by the cubic yard in place, as stated below.

Measurement for roadway excavation will be based on the original ground elevations determined previous to the award of this contract. If discrepancies are found in the ground elevations that will materially affect the quantities of excavation, the original computations of earthwork quantities will be adjusted accordingly. Excavation quantities will be computed manually or by means of electronic data processing equipment, by use of the average end area method, or by finite element analysis utilizing digital terrain modeling techniques.

Necessary over-excavation due to unsuitable materials will be measured in place and paid as Roadway Excavation Incl. Haul.

No separate measurement will be made for placement and removal of the temporary wedge of compacted crushed surfacing top course for installation of traffic drums for the shoulder work area protection.

PAYMENT

Section 2-03.5 is supplemented with the following:

(2/28/06) Sk. Co.

"Roadway Excavation Incl. Haul", per cubic yard.

The unit contract price per cubic yard for "Roadway Excavation Incl. Haul" shall be full pay for all labor, equipment, and materials necessary to remove and waste the new roadway section and ditches to the lines and grades indicated in the Plans including but not limited to: sawcutting, over-excavation, Berm construction, gas-line lowering work and obtaining

1 and maintaining a disposal site. Gravel borrow used for establishing design subgrade
2 elevations shall be measured and paid as described in Section 4-02 of these
3 Specifications.
4

5 **SUBGRADE PREPARATION**

6

7 **MEASUREMENT AND PAYMENT**

8 Section 2-06.5 is revised as follows:
9

10 (2/28/06) Sk. Co.

11 This section is deleted and replaced with the following:
12

13 All costs for subgrade preparation in accordance with this section shall be included in the
14 unit contract price for roadway excavation, including haul.
15

16 **HAUL**

17

18 **DESCRIPTION**

19 Section 2-04.1 is modified as follows:
20

21 (2/28/06) Sk. Co.

22 The second and third paragraphs are deleted.
23

24 **PAYMENT**

25 Section 2-04.5 is supplemented with the following:
26

27 (2/28/06) Sk. Co.

28 This section is deleted and replaced with the following:
29

30 All haul costs (on and off-site) shall be included in the unit contract prices for items
31 involving haul.
32

33 **WATERING**

34

35 **CONSTRUCTION REQUIREMENTS**

36 Section 2-07.3 is supplemented with the following:
37

38 (2/25/06) Sk. Co.

39 The Contractor shall make all arrangements regarding the use of water. The Contractor is
40 responsible for any applications, permits and fees that may be necessary. The Contractor
41 is also responsible for conforming to the water purveyor's standards for metering and
42 cross-connection issues and for providing any equipment needed for conformance.
43

44 The Contractor shall have personnel available and provide contact information for
45 personnel to apply water for dust control, as necessary, on weekends and non-working
46 days.
47

48 Watering can be stopped by the Engineer at any time.
49

50 **MEASUREMENT**

51 Section 2-07.4 is deleted and replaced with the following:
52

1 (2/28/06) Sk. Co.

2 Water shall be measured through a meter or meters placed on the water source before
3 conveying water to water placing equipment. The Contractor shall supply and install any
4 meters at no expense to the County. The Contractor shall record and give meter readings
5 to the Engineer twice each day, at the beginning and at the end of the work day.
6

7 **STRUCTURE EXCAVATION**

8 **CONSTRUCTION REQUIREMENTS**

9 ***Disposal of Excavated Material***

10 Section 2-09.3 is supplemented with the following:

11 (2/28/06) Sk. Co.

12 All material excavated for installation of pipes, bridges, other structures and fittings
13 below roadway excavation shall be wasted off-site.
14

15 ***Backfilling***

16 Section 2-09.3(1)E is supplemented with the following;

17 (2/28/06) Sk. Co.

18 Backfill material above the bedding zone for pipe trench work (any type) and structures
19 (any type) to the bottom of the road excavation limits (subgrade), shall consist of:

- 20 1. Gravel borrow conforming to Section 4-02 of these Specifications.

21 **PAYMENT**

22 Section 2-09.5 is supplemented with the following:

23 (2/28/06) Sk. Co.

24 All cost for structure excavation of any class and waste shall be included in the unit
25 contract prices for installation of storm sewer pipes, and other pipes and structures. No
26 separate payment will be made for structure excavation for any work.
27

28 All costs for providing trench and structure backfill material, placement and compaction,
29 regardless of the type used, shall be paid as described in section 4-02 of these
30 Specifications.
31

32 **TRIMMING AND CLEANUP**

33 **CONSTRUCTION REQUIREMENTS**

34 Section 2-11.3 is supplemented with the following:

35 (2/28/06) Sk. Co.

36 The work in this section shall also include any cleanup work necessary so that the final
37 streetscape has a clean, neat, professionally built appearance. It may include removing
38 excess asphalt and concrete from asphalt and concrete surfaces and structure tops,
39 cleanup of structures and buildings of any mud or concrete splashes, final sweeping of the
40 roadway to remove excess gravel, dirt and other debris, restoring existing landscape areas
41 and driveways, and cleanup of any staging areas.
42
43
44
45
46
47
48
49
50
51
52

1 **CONSTRUCTION GEOTEXTILE**

2
3 **MATERIALS**

4 Section 2-12.2 is supplemented as follows:

5
6 (2/08/06) Sk. Co.

7 Materials shall meet the requirements of Section 9-33.1, Geotextile Properties, Table 3,
8 Soil Stabilization.
9

10 **CONSTRUCTION REQUIREMENTS**

11
12 (2/08/06) Sk. Co.

13 Section 2-12.3(3) of the Standard Specifications shall apply to this contract.
14

15 **MEASUREMENT**

16 Section 2-12.4 is revised as follows:

17
18 (2/28/06) Sk. Co.

19 The owner may choose not to use fabric or use a reduced quantity as conditions warrant.
20 The contractor is advised that the quantity listed in the proposal assumes use under all
21 roads and is provided as a common base for bidders.
22

23 Construction geotextile will be measured by the square yard for the ground surface actually
24 covered (does not include required overlap areas).
25

26 **PAYMENT**

27 Section 2-12.5 is supplemented as follows:

28
29 (2/28/06) Sk. Co.

30 The unit contract price for "Construction Geotextile for Soil Stabilization" shall be full pay for
31 all labor, equipment and materials necessary for proper installation and coverage.
32

33 **UPPER RED CREEK CHANNEL RESTORATION (NEW SECTION)**

34 **(2/28/06) SK. CO.**

35 **DESCRIPTION**

36
37 Work in this section shall consist of clearing and grubbing, channel excavation and log
38 placement in Red Creek (Helmick Road Station 59+00) as indicated in the Plans.
39

40 Clearing and grubbing includes removing, stockpiling and recycling all material from the surface
41 such as trees, brush, downed timber, and other natural materials within the area staked by the
42 Engineer. All trees, brush, shrubs, and other natural materials outside staked clearing limits or
43 otherwise designated shall be protected from harm.
44

45 Excavation work includes excavation of the Red Creek channel to the lines and grades
46 indicated in the Plans and as staked by the Engineer and in accordance with the requirements
47 and timelines established in the project HPA. Work will also include necessary excavation for
48 and placement of streambed cobbles to the length, width and depth indicated in the Plans.
49 Stream bypass, and erosion and sediment control measures will also be required for work
50 within the creek channel.
51

MATERIALS

Streambed cobbles shall be rounded and of a size with D_{50} equal to 8-inches.

CONSTRUCTION REQUIREMENTS

CLEARING AND GRUBBING – UPPER RED CREEK

The Contractor shall:

1. Remove trees with rootwad intact within the staked clearing and grubbing area.
2. Leave standing any trees or native growth designated to remain or as indicated by the Engineer.
3. Protect all trees and native growth from damage during construction operations as noted in item #2.
4. Stockpile and protect all cleared trees, vegetation and other natural materials for reuse into the riparian buffer zone.
5. Scatter designated stockpiled trees, vegetation and other natural materials within the riparian zone as directed by the engineer. Remaining trees are to be left in stockpile. Other remaining vegetation and other natural materials are to be disposed of off site.

UPPER RED CREEK CHANNEL EXCAVATION

In conjunction with the channel work, the Contractor shall provide equipment and materials necessary to bypass Red Creek flows around the excavation areas as required by the Hydraulic Project Approval (see Appendix D). The bypass system shall be capable of handling approximately 20 CFS in extreme conditions and shall be fully set up and on online when weather warnings warrant. Erosion and sedimentation measures shall also be provided to prevent silt and sediment laden water from flowing downstream of the channel work area.

The Contractor shall excavate the channel as indicated in the Plans, and as staked or directed by the Engineer. The Contractor shall make all effort to follow the gravel streambed during excavation. The Contractor may need to dig test holes ahead of excavation operations to determine gravel channel locations. The Contractor will coordinate with the Engineer during excavations.

The Contractor shall perform additional excavation as necessary for the placement of streambed cobbles. Excavation length, width and depth shall be as indicated in the Plans or as directed by the engineer.

Gravel excavated from the channel, approved by the Engineer, shall be hauled and stockpiled for reuse in the 96-inch diameter culvert at Helmick Road Station 23+00 (approximately 80 CY), in portions of the newly constructed Dairy Tributary channel (approximately 650 CY) and in the re-channeled portion of Lower Red Creek (approximately 500 CY). All unsuitable material shall be haul off site.

Approximately 680 CY of the excavated streambed material shall be placed and graded in an area west of the creek near Upper Red Creek STA 12+00. Approximately 1890 CY of the excavated streambed material shall be placed and graded in the areas around the new bridge abutments. If excavation operations precede the bridge construction, material shall be stockpiled for later placement and grading. All stockpiles shall be protected with appropriate erosion and sediment control measures.

Logs, of the specified type, shall be set in the channel in accordance with the Plan details.

MEASUREMENT

No unit of measurement shall apply to the lump sum bid price for "Clearing and Grubbing Upper Red Creek". For Contractor information only, the area to be cleared and grubbed is approximately 0.40 acres.

"Upper Red Creek Channel Excavation" will be measured by the "in place" cubic yard. An original ground measurement will be taken using cross section or digital terrain modeling survey techniques. After excavation is completed, and prior to placement of streambed cobbles, another set of measurements will be taken using cross section or digital terrain modeling. The difference between the two measurements will be the amount of excavated material paid for in cubic yards. Indicated onsite areas where excavated material is designated to be placed and graded will not be measured. Hauling, placing and grading of this material shall be incidental to the unit price for excavation.

Streambed cobbles for channel lining will measured by the ton.

No specific unit of measure will apply to the lump sum bid price for "Upper Red Creek Bypass and Erosion Control".

PAYMENT

Payment will made in accordance with Section 1-04.1, for each of the following bid items:

"Clearing and Grubbing – Upper Red Creek" per lump sum.

The lump sum contract price for "Clearing and Grubbing – Upper Red Creek" shall be full pay for all labor, equipment and materials necessary to remove trees with rootwads and stockpile for later use, protect all trees and native growth as indicated by the Engineer, remove and stockpile all cleared vegetation and other natural materials, place stockpiled trees, vegetation and other natural materials within the riparian zone as directed by the Engineer, and cleanup of the cleared and grubbed site.

"Upper Red Creek Channel Excavation and Grading, Incl. Haul", per cubic yard in place.

The unit contract price per cubic yard for "Upper Red Creek Channel Excavation and Grading, Incl. Haul", shall be full pay for all labor, equipment and materials necessary to excavate the Upper Red Creek channel to the lines and grades indicated in the Plans and as directed by the Engineer, hauling and stockpile of selected gravel material approved by the Engineer, for reuse in the 96-inch diameter culvert, Dairy Tributary and Lower Red Creek, hauling off site of unsuitable materials, and for test holes for locating gravel streambed. The per cubic yard unit price shall also include the hauling, placing and grading of excavated streambed materials on site where indicated in the Plans.

There shall not be any adjustment to the project cost or time of completion due to any delay for survey work necessary for the determination of excavation quantities. The Contractor shall coordinate, as necessary, with the Engineer to insure that accurate determinations of excavation quantities can be made.

Placing stockpiled Upper Red Creek gravel material in the 96-inch diameter culvert at Helmick Road Station 23+00 per the Plan details shall be included in the per foot unit price for "Galvanized Steel Culvert Pipe, 12 Gage 96" Diam., 3x1 Corr" Schedule A.

1
2 Loading and hauling from the stockpile site, and placement of excavated Upper Red Creek
3 streambed material in Dairy Tributary and Lower Red Creek shall be included in the
4 contract prices for those items.

5
6 "Streambed Cobbles for Channel Lining", per ton.

7
8 The unit contract price per ton for "Streambed Cobbles for Channel Lining" shall be full pay
9 for all labor, equipment and materials necessary to provide, haul, place and compact
10 streambed cobbles as indicated in the Plans and as directed by the Engineer.

11
12 "Upper Red Creek Bypass and Erosion Control", per lump sum.

13
14 The lump sum contract price for "Upper Red Creek Bypass and Erosion Control" shall be
15 full pay for all labor, equipment and materials necessary to provide, install, relocate,
16 maintain and remove the stream bypass system, and provide, install, maintain and remove
17 erosion and sedimentation control measures associated with creek channel work and
18 material stockpiles.

19
20 Log placement shall be paid as described in the Wood Placement section.

21
22 **DAIRY TRIBUTARY CHANNEL WORK (NEW SECTION)**
23 **(2/28/06) SK. CO.**

24 **DESCRIPTION**

25 The work consists of excavating approximately 1100 feet of new channel for Dairy Tributary to
26 Red Creek to the lines and grades indicated in the Plans. Work shall also include placement of
27 gravel streambed material in the new channel and logs as shown in the Plans.

28
29 **MATERIALS**

30
31 Streambed gravel for channel lining shall be from Upper Red Creek excavation.

32
33 Logs will provided by Skagit County. See Wood Placement section.

34
35 **CONSTRUCTION REQUIREMENTS**

36
37 The Contractor shall excavate channel to the lines and grades indicated in the Plans and as
38 staked by Engineer. Excavated material shall be removed and disposed of offsite. The
39 Contractor should anticipate working in wet and soft soil conditions. Appropriate equipment
40 shall be used.

41
42 The Contractor shall place gravel streambed material (approximately 650 CY) from the
43 stockpile in the new channel bed as indicated in the Plans.

44
45 Logs, of the type specified, shall be set in the channel in accordance with the Plan details.

46
47 **MEASUREMENT**

48
49 Measurement for channel excavation including haul will be by the cubic yard in place, as stated
50 below.

Measurement for channel excavation will be based on the original ground elevations determined previous to the award of this contract. If discrepancies are found in the ground elevations that will materially affect the quantities or excavation, the original computations will be adjusted accordingly. Excavation quantities will be computed manually or by digital terrain modeling techniques.

PAYMENT

Payment will be made in accordance with Section 1-04.1, for each of the following bid items:

"Dairy Tributary Channel Excavation, Including Haul", per cubic yard.

The unit contract price, per cubic yard, for "Dairy Tributary Channel Excavation, Incl. Haul" shall be full pay for all labor, equipment, and materials necessary for clearing and grubbing, channel excavation, removal and disposal of excavated materials, and hauling and placing stockpiled streambed gravel in the new channel.

Log placement shall be paid as described in the Wood Placement Section.

LOWER RED CREEK CHANNEL WORK (NEW SECTION) (2/28/06) SK. CO.

DESCRIPTION

The work consists of excavating approximately 1200 feet of channel for realignment and shaping of Lower Red Creek to the lines and grades indicated in the Plans. Work shall also include placement of gravel streambed material in the channel and logs as shown in the Plans.

MATERIALS

Streambed gravel for channel lining shall be from Upper Red Creek excavation.

Logs will provided by Skagit County. See Wood Placement section.

CONSTRUCTION REQUIREMENTS

The Contractor shall excavate channel to the lines and grades indicated in the Plans and as staked by Engineer. Excavated material shall be removed and disposed of offsite. The Contractor should anticipate working in wet and soft soil conditions. Appropriate equipment shall be used.

The Contractor shall place gravel streambed material as shown on the Plans to a depth of 6 inches from the stockpile in the channel bed. The channel shall be excavated the additional 6 inches for gravel streambed material.

Logs, of the type specified, shall be set in the channel in accordance with the Plan details.

MEASUREMENT

Measurement for channel excavation including haul will be by the cubic yard in place, as stated below.

1
2 Measurement for channel excavation will be based on the original ground elevations
3 determined previous to the award of this contract. If discrepancies are found in the ground
4 elevations that will materially affect the quantities or excavation, the original computations will
5 be adjusted accordingly. Excavation quantities will be computed manually or by digital terrain
6 modeling techniques.
7

8 **PAYMENT**

9
10 Payment will be made in accordance with Section 1-04.1, for each of the following bid items:

11
12 "Lower Red Creek Channel Excavation, Including Haul", per cubic yard.

13
14 The unit contract price, per cubic yard, for "Lower Red Creek Channel Excavation, Incl. Haul"
15 shall be full pay for all labor, equipment, and materials necessary for channel excavation,
16 removing and disposing of excavated material, and hauling and placing stockpiled streambed
17 gravel in the new channel.
18

19 Log placement shall be paid as described in the Wood Placement Section.
20

DIVISION 4
BASES

GRAVEL BASE

(2/28/06) Sk. Co.

All provisions of Section 4-02 of the Standard Specifications shall apply to this contract, except that gravel borrow is substituted for gravel base.

MATERIALS

Section 4-02.2 is revised as follows:

(2/28/06) Sk. Co.

Fill for the roadway section, roadway widening section, driveways, path/equestrian trail, trench and structure backfill shall be gravel borrow, including haul, and shall conform to the requirements of Section 9-03.14(1) of the Standard Specifications, except as herein modified:

Maximum percent passing U.S. No. 200 sieve shall be 5%.

The contractor shall provide a current gradation analysis from the source pit for gravel borrow. Changing material sources will require a gradation analysis prior to material use on site.

MEASUREMENT

Section 4-02.4 is revised as follows:

(2/28/06) Sk. Co.

Gravel borrow including haul will be measured by the ton based on individual load tickets collected on site by the Project Inspector. The Contractor or material supplier shall be responsible for providing certified scales and stamped weight tickets.

PAYMENT

Section 4-02.5 is supplemented with the following:

(2/28/06) Sk. Co.

Payment will be made in accordance with Section 1-04.1 for the following bid item:

"Gravel Borrow, Including Haul", per ton.

The unit contract price per ton for "Gravel Borrow, Including Haul" shall include all equipment, labor and materials necessary to conform to Section 4-04.3 of the Standard Specifications.

BALLAST AND CRUSHED SURFACING

DESCRIPTION

Section 4-04.1 is supplemented as follows:

(2/28/06) Sk. Co.

1 Crushed surfacing top course shall be used in the roadway, path/equestrian trail and
2 driveway sections as indicated in the Plan details and as final surfacing for gravel driveway
3 restoration.
4

5 **MATERIALS**

6 Section 4-04.2 is supplemented with the following:

7
8 (2/28/06) Sk. Co.

9 Crushed Surfacing Top Course shall conform to Standard Specifications 9-03.9(3).
10

11 **PAYMENT**

12 Section 4-04.5 is supplemented with the following:

13
14 (2/28/06) Sk. Co.

15 Payment will be made in accordance with Section 1-04.1 of the Standard Specifications, for
16 the following bid items:
17

18 "Crushed Surfacing Top Course," per ton.
19

20 The unit contract price per ton for crushed surfacing top course shall include all equipment,
21 labor and materials necessary to conform to Section 4-04.3, Construction Requirements, of
22 the Standard Specifications.
23

DIVISION 5
SURFACE TREATMENTS AND PAVEMENTS

HOT MIX ASPHALT

DESCRIPTION

Section 5-04.1 is revised to read:

(2/28/06) Sk. Co.

This work shall consist of providing and placing one or more layers of plant-mixed hot mix asphalt (HMA) on a prepared foundation or base in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown in the Plans.

HMA shall be HMA Class ½ PG 58-22, prepared according to a verified mix design.

Included in this section is the application and removal of temporary pavement markings as necessary to provide channelization controls prior to final pavement marking application or between asphalt lifts.

HMA Class ½ 58-22 shall be used for pavement repair where indicated and as necessary for transitions between roads and driveways.

Thickness of repair section shall match the existing asphalt thickness.

All joints between existing asphalt pavements, roadways, driveways and newly placed HMA shall be sealed using AR 4000.

CONSTRUCTION REQUIREMENTS

Preparation Of Existing Surfaces

Section 5-04.3(5)A is supplemented with the following:

(NWR February 9, 2004)

The Contractor shall limit the amount of tack coat placed to that amount that will be fully covered by the asphalt overlay at the end of each work shift.

In accordance with Section 1-07.15(1) **Spill Prevention, Control and Countermeasures Plan (SPCC)**, as part of the SPCC the Contractor shall address the mitigating measures to be taken in the event that the paving operation is suspended or terminated prior to the asphalt for tack coat being fully covered.

Acceptance Sampling and Testing - HMA Mixture

(3/15/06) Sk. Co.

Section 5-04.3(8)A is revised as follows:

Item 1 is revised to read:

1. **General.** Non-statistical evaluation will be used for the acceptance of HMA.

1 **Spreading And Finishing**

2 Section 5-04.3(9) is supplemented with the following:

3
4 **Compaction**

5
6 **(NWR March 1, 2004)**

7 **Control**

8 The first sentence of item 1 in Section 5-04.3(10)B is revised to read:

9
10 HMA used in traffic lanes, including lanes for ramps, truck climbing, weaving,
11 speed change, and shoulders, and having a specified compacted course
12 thickness greater than 0.10 foot, shall be compacted to a specified level of
13 relative density.

14
15 **Joints**

16 Section 5-04.3(12) is supplemented with the following:

17
18 (January 5, 2004)

19 The HMA overlay shall be feathered to produce a smooth riding connection to the
20 existing pavement.

21
22 HMA utilized in the construction of the feathered connections shall be modified by
23 eliminating the coarse aggregate from the mix at the Contractor's plant or the
24 commercial source or by raking the joint on the roadway, to the satisfaction of the
25 Engineer.

26
27 **(January 3, 2006)**

28 **Transverse Joints**

29 The full depth end of each lane of planing shall be squared off to form a uniform
30 transverse joint. The Contractor shall construct and maintain a temporary HMA wedge
31 in accordance with Section 5-04.3(12)A across the entire width of the transverse edge
32 when traffic is allowed on the planed surface prior to paving. The wedge shall be
33 constructed before opening the lane to traffic. The Contractor shall remove the wedge
34 immediately prior to paving.

35
36 **Surface Smoothness**

37
38 (March 13, 1995)

39 The second sentence of Section 5-04.3(13) is deleted and replaced with the following:

40
41 The completed surface of the wearing course of the following sections of highway
42 shall not vary more than 1/4 inch from the lower edge of a 10-foot straightedge placed
43 on the surface parallel to centerline:

- 44
45 1. Helmick Road
46 2. Cokedale Road

47
48 The completed surface of the wearing course of all other sections of highway shall not
49 vary more than 1/8 inch from the lower edge of a 10-foot straightedge placed on the
50 surface parallel to centerline.
51

1 **Planing Bituminous Pavement**

2 Section 5-04.3(14) is supplemented with the following:

3
4 **(March 13, 1995)**

5 **Vertical Edge Planing**

6 During planing of bituminous pavement in the travelled lanes, the Contractor shall
7 coordinate the planing and paving operations such that the planed roadway surface
8 shall not remain unpaved at the end of the work day. The Contractor shall have a
9 contingency plan to ensure that no planed areas remain unpaved due to equipment
10 breakdown or other emergency.

11
12 **(3/10/06) Sk. Co.**

13 **Longitudinal Joints**

14 The Contractor shall only plane as much roadway as can be planed full width,
15 including shoulders, within that working day. Abrupt longitudinal lane edges will not be
16 permitted.

17
18 **HMA Road Approaches**

19 Section 5-04.3(15) is supplemented with the following:

20
21 **(2/28/06) Sk. Co.**

22 All driveways, walkways, and field accesses shall be paved a minimum of four feet from
23 the edge of the pavement or as directed by the Engineer. No "wing out" of the paving
24 machine during mainline paving will be allowed for the approaches.

25
26 **Paving Under Traffic**

27 The last paragraph of Section 5-04.3(17) is deleted and replaced with the following:

28
29 **(2/28/06) Sk. Co.**

30 All costs in connection with performing the work in accordance with these
31 requirements shall be included in the unit contract prices for the various bid items
32 involved in the contract.

33
34 **MEASUREMENT**

35 Section 5-04.4 is supplemented with the following:

36
37 **(3/10/06) Sk. Co.**

38 Section 5-04.4 is supplemented with the following:

39
40 No specific unit of measurement shall apply to Temporary Pavement Marking. All costs are
41 included in the unit price per ton of HMA Class ½" PG 58-22.

42
43 No specific unit of measurement shall apply to the Removal of Temporary Pavement
44 Marking. All costs are included in the unit price per ton of HMA Class ½" PG 58-22.

45
46 There is no specific unit of measurement for Asphalt Tack Coat. All costs are included in
47 the unit price per ton of HMA Class ½" PG 58-22.

48
49 There is no specific unit of measurement for Anti-Stripping Additive. All costs are included
50 in the unit price per ton of HMA Class ½" PG 58-22.
51

1 **PAYMENT**

2 Section 5-04.5 is supplemented with the following:

3
4 (2/28/06) Sk. Co.

5 All costs associated with paving road intersections, approaches, driveways, and accesses
6 shall be incidental and included in the unit contract price for "HMA CL. ½" PG. 58-22".

7
8 All costs for labor, equipment, materials, haul, and placement to construct asphalt ramps
9 and pads in conformance with the Contract Plans and Specifications shall be included in
10 the unit price bid for "HMA Class ½" PG 58-22". No separate pay item is provided for
11 furnishing and installing asphalt ramps and pads.

12
13 The cost of providing and installing Temporary Pavement Markings is incidental to and
14 included in the unit bid price for "HMA Class ½" PG 58-22".

15
16 The cost of Removing Temporary Pavement Markings is incidental to and included in the
17 unit bid price for "HMA Class ½" PG 58-22".

18
19 All costs for Asphalt Tack Coat are included in the unit price per ton of "HMA Class ½" PG
20 58-22".

21
22 All costs for labor, equipment and materials necessary to seal the joints between existing
23 pavement and new HMA shall be included in the unit contract price for "HMA Class ½" PG
24 58-22".

25
26 Anti-stripping additive, if required, shall be incidental to and included in the unit contract
27 price for "HMA CL. ½" PG 58-22".

28
29 (2/28/06) Sk. Co.

30 ***Price Adjustment for Quality of HMA Compaction***

31 Section 5-04.5(1)B is supplemented with the following:

32
33 The maximum CIPAF for this project shall be 0.000.

**DIVISION 6
STRUCTURES**

GENERAL REQUIREMENTS FOR STRUCTURES

FOUNDATION DATA

Section 6-01.2 is supplemented with the following:

(June 26, 2000)

The attached log of test boring pages are reproductions of the original Log of Test Boring for the test holes shown in the Plans.

The Contractor should review the geotechnical recommendations report prepared for this project. Copies of the geotechnical recommendations report are available for review by prospective bidders at the location specified in Section 1-02.4 as supplemented in these Special Provisions.

CONCRETE STRUCTURES

CONSTRUCTION REQUIREMENTS

Acceptance of Concrete

Conformance to Mix Design

Section 6-02.3(5)C is supplemented with the following:

(January 5, 2004)

When combined aggregate gradation is used for structural concrete, the specified fine and coarse aggregate weight tolerance shall not apply.

Sampling and Testing for Compressive Strength and Initial Curing

Section 6-02.3(5)H is supplemented with the following:

(3/29/06) Sk. Co.

The Contracting Agency will provide for material testing and all associated equipment.

MEASUREMENT

Section 6-02.4 is supplemented with the following:

Summary of Quantities for Superstructure and Roadway Deck

(June 26, 2000)

*** Superstructure – Red Creek Bridge *** contains the following approximate quantities of materials and work:

CONCRETE CLASS CL 4000D	170	C.Y.
CONCRETE CLASS CL 4000	115	C.Y.
EPOXY COATED REINFORCING BAR	23,004	LB.
REINFORCING BAR (UNCOATED)	28,674	LB.
PRESTRESSED CONCRETE GIRDERS	736	FT.
BEARING PADS	10	EA.

GIRDER STOP BEARING PADS	20	EA.
GROUT PAD	8	C.F.
1/8" BUTYL RUBBER SHEETING	390	SF.
UTILITY INSERTS	72	EA.

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

PAYMENT

The third bid item under Section 6-02.5 is supplemented with the following:

(June 26, 2000)

All costs in connection with *** grout pads and bearing pads *** shall be included in the lump sum contract price for "Superstructure – Red Creek Bridge".

PILING

CONSTRUCTION REQUIREMENTS

Test Piles

Section 6-05.3(10) is supplemented with the following:

(March 6, 2000)

The Contractor shall furnish and drive *** steel *** test piles at the following locations or at locations designated by the Engineer:

One at Abutment No. 1 and

One at Abutment No. 2

The *** two (2) *** test piles shall be driven in the location of permanent piles and the number of permanent *** steel *** piles required for this project has been reduced by the appropriate number.

Driving Piles

Achieving Minimum Tip Elevation and Bearing

Section 6-05.3(11)D is supplemented with the following:

(March 6, 2000)

The *** steel *** piling shall be driven to at least the following tip elevation:

*** 210.0' ***

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

CULVERTS

DESCRIPTION

Section 7-02.1 is supplemented with the following:

(2/28/06) Sk. Co.

This work will include the installation of a Galvanized Steel Culvert, 96-inch diameter, and the placement of streambed material within this pipe as specified in these specifications.

MATERIALS

Section 7-02.2 is supplemented with the following:

(2/28/06) Sk. Co.

Culvert at approximate STA 23+00 shall be Galvanized Steel Culvert Pipe, 12 Gage, 96-in. Diameter with 3 X 1 corrugations, conforming to Section 9-05.4 of the Standard Specifications.

CONSTRUCTION REQUIREMENTS

Section 7-02.3 is modified as follows:

(2/28/06) Sk. Co.

After installation at the location and grades shown in the plans, the Galvanized Steel Culvert, shall have select stream excavation material excavated from Upper Red Creek placed as shown in the Plans. This material will be selected by the Engineer during the stream excavation and stockpiled as needed.

MEASUREMENT

Section 7-02.4 is supplemented with the following:

(2/28/06) Sk. Co.

There is no unit of measure for the select stream excavation material used in backfilling of the culvert pipe. All costs for transporting, stockpiling, and placing of this material shall be included in the unit bid price for the bid item "Galvanized Steel Culvert Pipe, 12 Gage, 96-in. Diameter, 3 X 1 corrugations", per linear foot.

PAYMENT

Section 7-02.5 is supplemented with the following:

(2/28/06) Sk. Co.

"Galvanized Steel Culvert Pipe, 12 Gage, 96-in. Diameter, 3 X 1 corrugations", per linear foot.

The unit contract price per linear foot for culvert pipe of the kind and size indicated in the Plans and these Specifications shall also include all costs for labor, materials, and equipment to excavate and waste material for pipe installation, furnish and install the culvert pipe, provide, place and compact backfill material, provide dewatering if necessary; and place and grade streambed material within the culvert as indicated in the Plans and

these Specifications. The cost for exposing utilities at culvert crossings shall be incidental to the contract price for the culvert pipe.

STORM SEWERS

DESCRIPTION

Section 7-04.1 is supplemented with the following:

(2/28/06) Sk. Co.

This work involves installation of new storm pipe to the lines and grades indicated in the Plans.

MATERIALS

Section 7-04.2 is supplemented with the following:

(2/28/06) Sk. Co.

Pipe for storm sewer system shall be corrugated polyethylene (CPSSP) conforming to Section 9-05.20 of the Standard Specifications.

Pipe shall have watertight gasketed joints.

CONSTRUCTION REQUIREMENTS

Section 7-04.3 is supplemented with the following:

(2/28/06) Sk. Co.

Contractor shall expose waterline and other utilities at storm pipe crossings and verify the storm grades will not conflict with the waterline. This work shall be done prior to installation of pipe or structures near crossings.

Cleaning and Testing

Section 7-04.3(1) is supplemented with the following:

Testing of storm sewer pipe will not be required.

PAYMENT

Section 7-04.5 is supplemented with the following:

(2/28/06) Sk. Co.

The unit contract price per foot for storm sewer pipe of the kind and size indicated in the Plans shall also include all costs for labor, materials, and equipment to excavate, and waste material for trenching, dewatering if necessary; and grading where indicated in the Plans and these Specifications. The cost for exposing the waterline and other utilities at storm pipe crossings shall be incidental to the per foot unit contract price for pipes.

No separate payment will be made for beveled end sections for pipes and shall be considered incidental to the pipe installation.

MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS

DESCRIPTION

Section 7-05.1 is supplemented with the following:

1 (2/28/06) Sk. Co.

2 Work also includes connecting existing 4" yard drains to new catch basins as shown in the
3 Plans and the installation of CB9A at Dairy Tributary. CB9A shall have a heavy duty debris
4 barrier installed per Plan details.

6 **CONSTRUCTION REQUIREMENTS**

7 Section 7-05.3 is modified as follows:

8
9 (2/28/06) Sk. Co.

10 Paragraph 15 is DELETED and replaced with the following:

11
12 Backfilling of inlets, outlets and catch basins shall be done in accordance with Section 2-09
13 of these specifications.

14
15 Section 7-05.3 is supplemented with the following:

16
17 (2/28/06) Sk. Co.

18 All catch basin (any type) seams, pick holes, and pipe connections shall be neatly grouted
19 watertight inside and out with non-shrink grout.

20
21 CB9A shall be installed with quarry spalls around the perimeter as indicated in the plans.

22
23 Storm drain solid covers shall be marked "DRAIN" and shall be bolted down. All catch
24 basin grates shall be vaned grates (see Standard Plan B-2b).

25 **MEASUREMENT**

26
27 Section 7-05.4 is supplemented as follows:

28
29 (2/28/06) Sk. Co.

30 Heavy duty debris barrier will be measured per each.

31 **PAYMENT**

32
33 Section 7-05.5 is supplemented as follows:

34
35 (2/28/06) Sk. Co.

36 The unit contract price for each catch basin (any type and any size) shall include furnishing
37 all labor, equipment, and materials necessary for installation including but not limited to:
38 structure, risers, ladders, frames and grates, rings and covers as specified, grouting,
39 hauling, shoring, excavation and waste, dewatering, placing, finishing, provide, place and
40 compact foundation material, and connecting existing pipes including yard drains, adjusting
41 to finish grade, and cleaning.

42
43 The unit contract price per each for "Heavy Duty Debris Barrier" shall be full pay for all
44 labor, equipment and materials necessary to furnish and install the barrier in accordance
45 with the Plan details. Quarry spalls shall be paid as indicated in Section 8-15.

46 **GENERAL PIPE INSTALLATION REQUIREMENTS**

47 **CONSTRUCTION REQUIREMENTS**

48 ***Excavation and Preparation of Trench***

49
50
51 Section 7-08.3(1) is supplemented with the following:
52

1
2 **(2/28/06) Sk. Co.**

3 **Trenches**

4 Section 7-08.3(1)A is supplemented as follows:

5
6 Excavated trench and structure material may not be used as trench backfill.

7
8 The second paragraph of Section 7-08.3(1)A is revised to read:

9
10 The trench width shall be specified in section 2-09.4 or as specified elsewhere in these
11 Plans and Specifications and shall be excavated to the depth and grade as given by
12 the Engineer.

13
14 **Shoring**

15 Section 7-08.3(1)B is supplemented as follows:

16
17 The Contractor shall submit a trench-shoring plan for approval. If trench boxes are to
18 be used, the Contractor shall submit copies of the manufacturer's certified trench box
19 plans containing Professional Engineer's stamp and seal, depth restrictions, and serial
20 number for field verification of the trench box.

21
22 **MEASUREMENT**

23 Section 7-08.4 is supplemented as follows:

24
25 **(2/28/06) Sk. Co.**

26 Material for trench backfill will be measured per ton.

27
28 Trench and structure excavation will be included in the unit price for pipe (any size and
29 type) and structures.

30
31 No unit of measure shall apply to the lump sum price for trench shoring.

32
33 **PAYMENT**

34 Section 7-08.5 is supplemented as follows:

35
36 **(2/28/06) Sk. Co.**

37 No separate pay item is provided for trench and structure excavation and dewatering. The
38 cost for saw cutting, excavating, and hauling offsite for disposal, including any asphalt or
39 concrete encountered in the trench, shall be included in the unit contract price per linear
40 foot of pipe installation (any size and type) and the unit contract price per each for
41 manholes and catch basins (any size and type).

42
43 "Trench Shoring", per lump sum.

44
45 The lump sum price for "Trench Shoring" shall include all labor, equipment, and materials
46 necessary to provide adequate trench shoring in accordance with these specifications and
47 applicable local, state, and federal safety regulations.

48
49 **SERVICE CONNECTIONS**

50
51 **DESCRIPTION**

52 Section 7-15.1 is supplemented with the following:

1 (2/28/06) Sk. Co.

2 Work in this section consists of relocating existing 2-inch water service lines, as necessary
3 during roadway construction, in order to move lines out of the new road section.

4
5 The water lines are owned and maintained by the Upper Skagit Indian Tribe. The
6 Contractor shall cooperate with the Tribe as necessary for line relocation and any required
7 shutoffs.

8
9 **CONSTRUCTION REQUIREMENTS**

10 Section 7-15.3 is supplemented with the following:

11
12 (2/28/06) Sk. Co.

13 The Contractor shall provide excavation as needed to expose the existing water service
14 lines and excavation as necessary at new line locations.

15
16 **(2/28/06) SK. CO.**

17 **PAYMENT**

18 Section 7-15.5 is supplemented as follows:

19
20 "Force Account – Water Service Lines", by force account as provided in Section 1-09.6".

21
22 To provide a common proposal for all bidders, the Contracting Agency has entered an
23 amount in the proposal to become a part of the Contractor's total bid.
24

**DIVISION 8
MISCELLANEOUS CONSTRUCTION**

EROSION CONTROL AND WATER POLLUTION CONTROL

DESCRIPTION

Section 8-01.1 is supplemented with the following:

(2/28/06) Sk. Co.

Section 1-07.15, Temporary Water Pollution/Erosion Control, of the Standard Specifications, and as amended by these specifications, shall be referenced and made part of this section.

The Contractor shall clean existing road surfaces of dirt, mud and debris at the end of each working day or as directed by the Engineer.

Payment for cleaning road surfaces is incidental to the various bid items.

CONSTRUCTION REQUIREMENTS

Section 8-01.3 is supplemented with the following:

(2/28/06) Sk. Co.

Seeding, Fertilizing, and Mulching

This section applies for those areas specified in the plans for permanent seeding, temporary seeding and bioswale seeding.

Permanent seeding area is approximately nine (9) acres.

Bioswale seeding area is approximately one-half acre.

Temporary seeding area is approximately 0.51 acres.

The method of seed placement for this project shall be hydro-seeding.

Seeding and Fertilizing, Permanent

(March 13, 1995)

Grass seed, of the following composition, proportion, and quality shall be applied at the rate of 120 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>	<u>Minimum % Pure Seed</u>	<u>Minimum % Germination</u>
Chewing or Red Fescue	40	98	90
Annual or Perennial Rye	40	98	90
Redtop or Colonial Bentgrass	10	92	85
White Dutch Clover	10	98	90

Weed Seed 0.50% (max)

Inert and Other Crop 1.5% (max)

TOTAL 100.00

(March 13, 1995)

Grass seed shall be a commercially prepared mix, made up of low growing species which will grow without irrigation at the project location, and approved by the Engineer. The application rate shall be two pounds per 1000 square feet.

(January 5, 1998)

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

Total Nitrogen as N - 135 pounds per acre.

Available Phosphoric Acid as P_2O_5 - 60 pounds per acre.

Soluble Potash as K_2O - 60 pounds per acre.

Ninety pounds of nitrogen applied per acre shall be derived from isobutylidene diurea (IBDU), cyclo-di-urea (CDU), or sulfur coated urea (SCU). The remainder may be derived from any source.

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

Seeding and Fertilizing, Bioswale

Grass seed, of the following composition, proportion, and quality shall be applied at the rate of 120 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>	<u>Minimum % Pure Seed</u>	<u>Minimum % Germination</u>
Tall or Meadow Fescue	75	98	90
Seaside/Colonial Bentgrass	14	92	85
Redtop	9	92	85
Weed Seed	0.50% (max)		
<u>Inert and Other Crop</u>	<u>1.5% (max)</u>		
TOTAL	100.00		

1 **Seeding and Fertilizing, Temporary**

2
3 Grass seed, of the following composition, proportion, and quality shall be applied at
4 the rate of 120 pounds per acre on all areas requiring roadside seeding within the
5 project:

6
7

Kind and Variety of Seed in Mixture	% By Weight	Minimum % Pure Seed	Minimum % Germination
Sterile Wheat	98	98	90
Weed Seed	0.50% (max)		
<u>Inert and Other Crop</u>	<u>1.5% (max)</u>		
TOTAL	100.00		

10
11
12
13
14
15
16
17

18 **Mulching**

19
20 Wood cellulose fiber shall be used for hydro-seed application.

21
22 **Stabilized Construction Entrance**

23
24 (5/04/06) Sk. Co.

25 The County will provide a staging area along Helmick Road as shown on the plans.
26 Contractor shall prepare the site as needed and shall scarify and hydroseed the staging
27 area site after use. Any costs for preparing, maintaining, scarifying and hydroseeding the
28 staging area shall be incidental to all bid items in the bid proposal.

29
30 The Contractor shall construct a Stabilized Construction Entrance per standard plan at the
31 staging area and at the Upper Red Creek excavation area.

32
33 **Sediment Control Barriers**

34
35 **Straw Bale Barrier**

36
37 Work in this section includes placing the straw bale barriers at locations indicated in
38 the Plans, as required, or as directed by the Engineer and in accordance with the
39 Standard Plan.

40
41 Actual number used may vary depending on weather conditions.

42
43 **MEASUREMENT**

44 Section 8-01.4 is supplemented as follows:

45
46 (2/28/06) Sk. Co.

47 Straw bales will be measured per each, installed.

48
49 No unit of measurement shall apply to the lump sum price for seeding, fertilizing and
50 mulching.

51
52 **PAYMENT**

53 Section 8-01.5 is supplemented with the following:

(2/28/06) Sk. Co.
"Straw Bale", per each.

The unit contract price per each for "Straw Bale" shall be full pay for all labor, equipment, and materials necessary to provide, place, maintain, re-locate, and remove the straw bale barrier as required.

The lump sum price for "Seeding, Fertilizing, and Mulching" (any type) shall be full pay for all labor, equipment, and materials to provide and apply the seed mix as specified, fertilizer, and mulch in accordance with Section 8-01.3(2) using a hydro-seeder.

ROADSIDE RESTORATION

MATERIALS

Section 8-02.2 is supplemented with the following:

(2/28/06) Sk. Co.
Topsoil Type A shall be imported to the site and conform to Section 8-02.3(4)A of the Project Specifications.

CONSTRUCTION REQUIREMENTS

Section 8-02.3 is supplemented with the following:

Topsoil Type A

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

(2/28/06) Sk. Co.
Topsoil Type A shall be placed and compacted as indicated in the Plans and per Section 2-11 and these Special Provisions.

Topsoil Type A

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

Topsoil, Type A, shall meet the following specifications:

A mixture of compost and sand or sandy loam per USDA soil texture classification. The mixture shall contain a minimum of 5% organic matter for turf areas or a minimum of approximately 10% organic matter for planting beds. The sand or sandy loam shall be free of weeds, deleterious materials, rocks and debris. 100% of the imported topsoil shall pass through a 3/4-inch screen, less than 25% shall pass through a #200 sieve. Compost shall have a nitrogen ratio below 35:1, and an organic matter content of 35% to 65% as determined by the "loss of ignition" test method. The Contractor shall submit a one-gallon sample, source, and letter of certification from the supplier to the Engineer for approval prior to installation.

Planting Area Preparation

Section 8-02.3(5) is supplemented with the following:

(2/28/06) Sk. Co.

1 Ditch areas designated for hydro-seeding shall be uniformly graded and cleared of
2 rocks and debris. These areas will not receive topsoil.

3
4 Topsoil, Type A shall be placed, where indicated in the Plans, and lightly compacted to
5 a depth of 4-inches and have a smooth uniform finished grade.

6 7 **MEASUREMENT**

8 Section 8-02.4 is supplemented with the following:

9
10 (2/28/06) Sk. Co.

11 No separate payment will be made for scarifying the abandoned gravel roadway (Sta
12 SR 20 228+20, RT) for preparation of topsoil placement. This work shall be
13 considered incidental to other bid items.

14 15 **CURBS, GUTTERS, AND SPILLWAYS**

16 17 **CONSTRUCTION REQUIREMENTS**

18 19 ***Cement Concrete Curbs, Gutters, and Spillways***

20 Section 8-04.3(1) is supplemented with the following:

21
22 (2/28/06) Sk. Co.

23 Cement concrete traffic curb and gutter, conforming to Standard Plan F-1 shall be
24 installed where indicated in the Plans.

25
26 The Contractor shall make every attempt to minimize the time that access to
27 residences is disrupted. This might include pouring driveway curb and gutter sections
28 one half at a time or providing ramps of sufficient type to protect the concrete until it is
29 cured enough to bear traffic loads. Any such work will be incidental to the cost of curb
30 and gutter, and curb installation.

31
32 The Contractor shall notify residents and provide at least 72-hour notice of concrete
33 pours. The Contractor shall coordinate with residents regarding any special access
34 considerations.

35 36 **MEASUREMENT**

37
38 (2/28/06) Sk. Co.

39 Section 8-04.4 is supplemented with the following:

40
41 Cement concrete wheel stop will be measured per each, installed. No separate
42 measurement will be made for reinforcing steel to secure the wheel stop and is incidental
43 to the wheel stop installation.

44 45 **PAYMENT**

46 Section 8-04.5 is supplemented with the following:

47
48 (2/28/06) Sk. Co.

49 "Cement Conc. Wheel Stop" per each

50 51 **RAISED PAVEMENT MARKERS**

1 **DESCRIPTION**

2 Section 8-09.1 is supplemented with the following:

3
4 (2/28/06) Sk. Co.

5 Work in this section shall consist of providing and installing Type 2YY Raised Pavement
6 Markers (RPM) where indicated in the Plans and per Standard Plans M-20.30-00 and M-
7 20.40-00, except that RPM placed with double yellow paint lines shall be placed on the
8 centerline.
9

10 **GUARDRAIL**

11
12 **DESCRIPTION**

13 Section 8-11.1 is supplemented with the following:

14
15 This work also includes furnishing and installing bollards of any type where indicated in the
16 Plans and per Standard Plans and the Standard Specifications.
17

18 **CONSTRUCTION REQUIREMENTS**

19
20 ***Removing Guard Rail***

21 (4/17/06) Sk. Co

22
23 Section 8-11.3(4) is supplemented with the following:

24
25 All removed guardrail items shall be salvaged and remain the property of Skagit
26 County unless otherwise directed by the engineer. These salvaged items shall be
27 dismantled, hauled to a location in the contractor's staging area which has been
28 approved by the engineer, and neatly stacked without damage. Once stacked in the
29 staging area all salvaged guardrail components shall be protected from damage until
30 removed by Skagit County personnel.
31

32 **MEASUREMENT**

33
34 (2/28/06) Sk. Co.

35 Section 8-11.4 is supplemented with the following:

36
37 Bollards of any type will be measured per each, installed. No separate measurement will
38 be made for Conc. Class 3000, pipe drain, steel bar, backfill, and granular free draining
39 material. These items are incidental to the bollard installation.
40

41 **PAYMENT**

42 Section 8-11.5 is supplemented with the following:

43
44 (2/28/06) Sk. Co.

45 "Bollard, Type ", per each.
46

47 The unit contract price per each bollard of the type indicated in the Plans and these
48 Specifications shall also include all costs for labor, materials, and equipment to furnish,
49 assemble and install the bollard including excavating and wasting material for footing,
50 providing, placing and compacting granular free draining material and backfill as required,
51 providing and mixing and placing Conc. Class 3000 for footing and furnishing and installing
52 pipe drain and steel bar as indicated in the Plans and these Specifications.

1
2 (4/17/06) Sk. Co.

3 The unit contract price for all removal of guardrail items shall include all costs for labor,
4 materials, tools and equipment required to dismantle, transport, and stockpile the guardrail
5 components designated for salvage by the Engineer.
6

7 **RIPRAP**

8 9 **DESCRIPTION**

10 Section 8-15.1 is supplemented with the following:

11
12 (2/28/06) Sk. Co.

13 Work in this section includes the construction of quarry spall splash pads and the
14 placement of quarry spalls at pipe inlets and outlets and where indicated in the plans, the
15 installation of quarry spalls for lining ditches and for rock check dams and placement of
16 quarry spalls around CB9A.
17

18 **PAYMENT**

19 Section 8-15.5 is supplemented with the following:

20
21 (2/28/06) Sk. Co.

22 The unit contract price per ton for "Quarry Spalls" shall be full pay for all labor, equipment,
23 and materials necessary to furnish, haul place and compact the quarry spalls at pipe inlets
24 and outlets, swale outlets, rock check dams, rock lined ditches, and around CB9A all in
25 accordance with the Plans and details.
26

27 **MAILBOX SUPPORT**

28 29 **CONSTRUCTION REQUIREMENTS**

30 The first sentence of the second paragraph of Section 8-18.3 is revised to read:

31
32 (2/28/06) Sk. Co.

33 The existing mailboxes shall be reinstalled on new mailbox supports, in accordance with
34 the details in these plans. Mailboxes will be temporarily placed such that they are
35 accessible for mail delivery during construction.
36

37 The Contractor shall insure that mail delivery will not be disrupted.
38

39 **PAYMENT**

40 Section 8-18.5 is supplemented with the following:

41
42 (2/28/06) Sk. Co.

43 The unit contract price per each for "Mailbox Support, Type I, Wood Post" shall be full pay
44 for all labor, equipment, and materials necessary for the removal and reinstalling of existing
45 mailboxes and newspaper boxes at the locations indicated in the Plans or as directed by
46 the Engineer. The unit price shall also include providing, installing, maintaining, and
47 removing temporary mail box supports.
48

49 The unit contract price per each for "Mailbox Support, Type II" shall be full pay for all labor,
50 equipment, and materials necessary for the removal and reinstalling of existing mailboxes
51 and newspaper boxes at the locations indicated in the Plans or as directed by the

Engineer. The unit price shall also include providing, installing, maintaining, and removing temporary mail box supports.

ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, AND ELECTRICAL

MATERIALS

Section 8-20.2 is supplemented with the following:

Light And Signal Standards

(January 3, 2006)

Light Standards with Type 1 Luminaire Arms

Lighting standards shall be fabricated in conformance with the methods and materials specified on the pre-approved plans listed below, provided the following requirements have been satisfied:

- (a) Mounting heights shall be as specified in the Plans.
- (b) Light source to pole base distances (H1) shall be determined or verified by the Engineer prior to fabrication. Fabrication tolerance shall be ± 6 inches.
- (c) All other requirements of the Special Provisions have been satisfied.

<u>Pre-Approved Plan</u>	<u>Fabricator</u>	<u>Mounting Hgt.</u>
Drawing No. DB00654 Rev. A Sheets 1, 2 & 3	Valmont Ind. Inc.	30', 40' & 50'
Drawing No. W3721-1 Rev. D & W3721-2 Rev. A	Ameron Pole Prod. Div.	40' & 50'
Drawing No. NWS 3510 Rev. 4-6-04 or NWS 3510B Rev. 4-6-04	Northwest Signal Supply Inc.	25', 30', 35', 40', 45' & 50'
Drawing WS-SL-01	American Pole Structures, Inc.	25', 30', 35', 40', 45', 50'
Drawing 71035-B39 Rev. 2 Sheets 1 & 2	Union Metal Corp.	40'
Drawing 71035-B38 Rev. 2 Sheets 1 & 2	Union Metal Corp.	50'
Drawing No. WSDOT-LP-01 Rev. 2, Sheets 1 and 2 or WSDOT - LP-01-BE Rev 0 Sheets 1 and 2 or WSDOT - LP-01-C8B Rev 0	West Coast Engineering Group	25', 30', 35', 40', 45', and 50'

Equipment List And Drawings

Section 8-20.2(1) is supplemented with the following:

(March 13, 1995)

Pole base to light source distances (H1) for lighting standards with pre-approved plans will be determined or verified by the Engineer at the request of the Contractor prior to fabrication.

Pole base to light source distances (H1) for lighting standards without pre-approved plans and for combination traffic signal and lighting standards will be furnished by the Engineer as part of the final approved shop drawings prior to fabrication.

PAYMENT

Section 8-20.5 is supplemented with the following:

(2/28/06) Sk. Co.

The lump sum contract price for "Illumination System" shall also include furnishing and installing all spare conduit and junction boxes shown on the plans, including the excavation, backfilling and related work for the conduit installation.

PERMANENT SIGNING

CONSTRUCTION REQUIREMENTS

Sign Removal

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

(2/28/06) Sk. Co.

If the Contractor removes a stop sign and post during construction activities, a temporary stop sign shall be immediately installed. Minimum size of temporary stop signs shall be 30"x30".

PAYMENT

Section 8-21.5 is supplemented with the following:

(2/28/06) Sk. Co.

The lump sum price for "Permanent Signing" shall be full pay for all labor, equipment, and materials necessary for the removal, storage, cleaning, and reinstalling of existing signs and posts at the locations indicated in the Plans or as directed by the Engineer. The lump sum price shall also include providing, installing, maintaining, and removing temporary stop signs.

PAVEMENT MARKING

DESCRIPTION

Section 8-22.1 is supplemented with the following:

(2/28/06) Sk. Co.

This work shall consist of furnishing and installing pavement markings upon the roadway surface, in areas obliterated during construction, in accordance with the Plans, Standard Plans and the Standard Specifications.

1 **CONSTRUCTION REQUIREMENTS**

2
3 ***Preliminary Spotting***

4 Section 8-22.3(1) is supplemented with the following:

5
6 (2/28/06) Sk. Co.

7 The Engineer will provide preliminary spotting of lines to be marked.

8
9 **WOOD PLACEMENT (NEW SECTION)**

10 **(2/28/06) SK. CO.**

11 **DESCRIPTION**

12
13 The Contractor shall install logs, with and without rootwads, in the excavated channels of Upper
14 and Lower Red Creek and Dairy Tributary as shown in the plans or as directed by the Engineer.

15
16 **MATERIALS**

17
18 Logs shall be provided by Skagit County in stockpile areas on site as shown in the Plans.

19
20 **CONSTRUCTION REQUIREMENTS**

21
22 The contractor shall place logs in locations indicated in the contract plans in the excavated
23 channels. The logs shall be placed with one end at the approximate center of the channel and
24 trunks shall be buried approximately 2/3 of the total length of the log into the bank. These logs
25 shall be placed at an approximate angle of 30-degrees to perpendicular, with the end in the
26 center of the channel angled upstream.

27
28 **MEASUREMENT**

29
30 Logs be measured per each installed.

31
32 **PAYMENT**

33
34 Payment will be made in accordance with Section 1-04.1, for each of the following bid items:

35
36 "Wood Placement", per each.

37
38 The unit contract price per each for "Wood Placement," shall be full pay for all labor, equipment
39 and materials necessary to load, haul and place logs in the Upper and Lower Red Creek
40 channel areas and in the Dairy Tributary channel as indicated in the Plans and Specifications
41 and as directed by the Engineer. The unit price per each shall also include necessary
42 excavation and backfill for log installation.

1 **PATH/EQUESTRIAN TRAIL (NEW SECTION)**

2 **(2/28/06) SK. CO.**

3 **DESCRIPTION**

4
5 This work consists of constructing a path/equestrian trail parallel to Helmick Road. The length
6 of the trail is 1,570 feet long, 10 feet wide with a 30 foot wide by 60 foot long turnaround as
7 staked in the field.

8
9 **MATERIALS**

10
11 Crushed surfacing top course shall meet specification 9-09.3(3).

12
13 Gravel Borrow shall be in accordance with Section 4-02 of these Specifications.

14
15 **CONSTRUCTION REQUIREMENTS**

- 16
17
 - Remove existing vegetation.
 - 18 • Shape path to subgrade with gravel borrow.
 - 19 • Place 6 inch depth of gravel borrow, full width.
 - 20 • Place 2 inches crushed surfacing top course on ½ the width of the trail and full width of
 - 21 the turnaround.

22
23 **PAYMENT**

24
25 The trail excavation shall be included with and incidental to the unit price for Roadway
26 Excavation, Schedule A.

27
28 Gravel Borrow shall be included with and incidental to the unit price for Gravel Borrow,
29 Schedule A.

30
31 Crushed Surfacing Top Course shall be included with and incidental to the unit price for
32 Crushed Surfacing Top Course, Schedule A.

APPENDICES
(JULY 12, 1999)

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

*** APPENDIX A:
Standard Plans

APPENDIX B:
Detail For Gore Chevrons

APPENDIX C:
Geotechnical Reports

APPENDIX D:
Permits

APPENDIX E:
Federal Aid Provisions

APPENDIX F:
Wage Rates

APPENDIX G:
Contract, Contract Bond, and Prevailing Wage Scale Acknowledgement

APPENDIX H:
Proposal

STANDARD PLANS
JANUARY 3, 2006

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 06-001, effective January 3, 2006 is made a part of this contract.

The Standard Plans are revised as follows:

All Standard Plans

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

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

C-1 Sheet 2

The SNOW LOAD RAIL WASHER dimensions are revised to 1 3/4" from 2", and to 7/8" from 1".

C-11b Sheets 1 and 2

In the PRECAST FOOTING, ELEVATION view (Sheet 1) and in the CAST-IN-PLACE FOOTING, ELEVATION view (Sheet 2), COMMERCIAL CONCRETE is revised to CONCRETE CLASS 4000.

In the BREAKAWAY ANCHOR ANGLE, ELEVATION view (Sheet 2), the welding symbols are revised to indicate that the 1/4" Inside Gussets have 1/4" fillet weld joints, and the 1/2" End Gussets have 1/2" fillet weld joints.

C-14h

In the TABLE, in column "B": 3'- 0", 3'- 2 1/4", and 3'- 4 1/2" are revised to 2'- 0", 2'- 2 1/4", and 2'- 4 1/2" respectively.

In the TABLE, in column "C": 2'- 4", 2'- 6 1/4", and 2'- 8 1/2" are revised to 3'- 4", 3'- 6 1/4", and 3'- 8 1/2" respectively.

G-8g Sheet 1

In the ELEVATION views, in the labels LOWER SIGN POST SUPPORT: the parenthetical specification "12 GAGE" is revised to "7 GAGE".

K-1 through K-27

These plans shall not be used on projects administered by WSDOT.

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-1.....	5/13/02	A-4.....	3/07/97	A-7.....	10/04/05
A-2.....	5/09/02	A-5.....	2/24/03		
A-3.....	5/30/02	A-6.....	2/24/03		
B-1.....	11/08/05	B-4h.....	5/09/97	B-21a.....	7/13/05
B-1a.....	11/08/05	B-7.....	11/23/04	B-22.....	7/21/03
B-1b.....	11/08/05	B-7a.....	2/09/05	B-22a.....	8/01/97
B-1e.....	5/20/04	B-8.....	6/23/04	B-23a.....	2/25/05
B-1z.....	6/23/04	B-8a.....	6/23/04	B-23b.....	2/25/05
B-2.....	2/25/05	B-9.....	11/23/04	B-23c.....	5/20/04
B-2a.....	2/25/05	B-9a.....	11/23/04	B-23d.....	5/09/97
B-2b.....	6/17/02	B-9b.....	11/23/04	B-25.....	6/30/04
B-2c.....	6/17/02	B-9c.....	11/23/04	B-25a.....	11/08/05
B-2d.....	6/17/02	B-9d.....	11/23/04	B-26.....	11/08/05
B-2e.....	2/25/04	B-11.....	2/25/05	B-27.....	11/08/05
B-3.....	1/28/02	B-13.....	2/25/05	B-27a.....	11/08/05
B-3a.....	5/09/97	B-18.....	2/25/05	B-27b.....	11/08/05
B-4b.....	2/09/05	B-18a.....	7/13/05	B-28.....	11/08/05
B-4c.....	2/09/05	B-18b.....	7/13/05	B-29.....	11/08/05
B-4d.....	9/16/02	B-19.....	5/30/97	B-30.....	11/08/05
B-4f.....	5/09/97	B-20d.....	6/30/04	B-34.....	3/03/05
B-4g.....	7/18/97	B-21.....	7/13/05		
C-1.....	10/31/03	C-2t.....	3/03/05	C-8d.....	11/08/05
C-1a.....	7/31/98	C-3.....	10/04/05	C-8e.....	11/08/05
C-1b.....	10/31/03	C-3a.....	10/04/05	C-8f.....	6/30/04

1	C-1c.....	5/30/97	C-3b.....	10/04/05	C-10.....	7/31/98
2	C-1d.....	10/31/03	C-3c.....	10/04/05	C-11.....	5/20/04
3	C-2.....	1/06/00	C-3d.....	3/03/05	C-11a.....	5/20/04
4	C-2a.....	7/17/98	C-4.....	7/13/01	C-11b.....	5/20/04
5	C-2b.....	6/12/98	C-4a.....	2/25/05	C-12.....	7/27/01
6	C-2c.....	2/20/03	C-4b.....	6/23/00	C-13.....	4/16/99
7	C-2d.....	5/22/98	C-4e.....	2/20/03	C-13a.....	4/16/99
8	C-2e.....	3/07/97	C-4f.....	6/30/04	C-13b.....	4/16/99
9	C-2f.....	3/14/97	C-5.....	10/31/03	C-14a.....	7/26/02
10	C-2g.....	7/27/01	C-6.....	5/30/97	C-14b.....	7/26/02
11	C-2h.....	3/28/97	C-6a.....	3/14/97	C-14c.....	7/26/02
12	C-2i.....	3/28/97	C-6c.....	1/06/00	C-14d.....	7/26/02
13	C-2j.....	6/12/98	C-6d.....	5/30/97	C-14e.....	7/26/02
14	C-2k.....	7/27/01	C-6f.....	7/25/97	C-14f.....	9/02/05
15	C-2n.....	7/27/01	C-7.....	10/31/03	C-14g.....	9/02/05
16	C-2o.....	7/13/01	C-7a.....	10/31/03	C-14h.....	12/02/03
17	C-2p.....	10/31/03	C-8.....	4/27/04	C-14i.....	12/02/03
18	C-2q.....	3/03/05	C-8a.....	7/25/97	C-14j.....	12/02/03
19	C-2r.....	3/03/05	C-8b.....	7/17/98	C-16a.....	11/08/05
20	C-2s.....	3/03/05	C-8c.....	11/08/05	C-16b.....	11/08/05
21						
22	D-1a.....	1/23/02	D-2.30-00.....	11/10/05	D-2.80-00.....	11/10/05
23	D-1b.....	10/06/99	D-2.32-00.....	11/10/05	D-2.82-00.....	11/10/05
24	D-1c.....	10/06/99	D-2.34-00.....	11/10/05	D-2.84-00.....	11/10/05
25	D-1d.....	10/06/99	D-2.36-00.....	11/10/05	D-2.86-00.....	11/10/05
26	D-1e.....	1/23/02	D-2.38-00.....	11/10/05	D-2.88-00.....	11/10/05
27	D-1f.....	10/06/99	D-2.40-00.....	11/10/05	D-2.92-00.....	11/10/05
28	D-2.02-00.....	11/10/05	D-2.42-00.....	11/10/05	D-3.....	7/13/05
29	D-2.04-00.....	11/10/05	D-2.44-00.....	11/10/05	D-3a.....	6/30/04
30	D-2.06-00.....	11/10/05	D-2.46-00.....	11/10/05	D-3b.....	6/30/04
31	D-2.08-00.....	11/10/05	D-2.48-00.....	11/10/05	D-3c.....	6/30/04
32	D-2.10-00.....	11/10/05	D-2.60-00.....	11/10/05	D-4.....	12/11/98
33	D-2.12-00.....	11/10/05	D-2.62-00.....	11/10/05	D-6.....	6/19/98
34	D-2.14-00.....	11/10/05	D-2.64-00.....	11/10/05	D-7.....	10/06/99
35	D-2.16-00.....	11/10/05	D-2.66-00.....	11/10/05	D-7a.....	10/06/99
36	D-2.18-00.....	11/10/05	D-2.68-00.....	11/10/05	D-9.....	12/11/98
37	D-2.20-00.....	11/10/05	D-2.78-00.....	11/10/05		
38						
39	E-1.....	7/25/97	E-4.....	8/27/03	E-5.....	5/29/98
40	E-2.....	5/29/98	E-4a.....	8/27/03		
41						
42	F-1.....	12/17/02	F-2c.....	6/23/04	F-3c.....	2/09/05
43	F-1a.....	12/17/02	F-2d.....	6/23/04	F-3d.....	2/09/05
44	F-2.....	8/27/99	F-3.....	1/13/03	F-3e.....	2/09/05
45	F-2a.....	6/23/04	F-3a.....	2/09/05	F-4.....	1/13/03
46	F-2b.....	2/09/05	F-3b.....	9/02/05		
47						
48	G-1.....	9/12/01	G-6.....	8/27/03	G-8e.....	8/18/04
49	G-2.....	6/04/02	G-6a.....	8/27/03	G-8f.....	11/09/05
50	G-2a.....	6/04/02	G-6b.....	8/27/03	G-8g.....	11/09/05
51	G-3.....	11/09/05	G-7.....	7/18/97	G-9a.....	6/25/02
52	G-3a.....	11/09/05	G-8a.....	12/15/04	G-9b.....	2/09/05
53	G-3b.....	11/09/05	G-8b.....	11/09/05	G-9c.....	11/23/04

1	G-4a	11/09/05	G-8c.....	8/18/04	G-9d.....	2/09/05
2	G-4b	6/30/04	G-8d	12/15/04		
3						
4	H-1.....	1/10/02	H-4.....	8/18/04	H-10.....	5/29/98
5	H-1a.....	4/14/00	H-4a.....	2/25/05	H-12.....	2/25/05
6	H-1b.....	3/04/05	H-4b.....	2/25/05	H-12a.....	2/25/05
7	H-1c.....	3/04/05	H-6.....	10/29/03	H-12b.....	2/25/05
8	H-1d.....	1/10/02	H-7.....	8/10/98	H-13.....	2/25/05
9	H-1e.....	4/14/00	H-8.....	9/18/98	H-13a.....	2/25/05
10	H-2.....	3/04/05	H-9.....	4/18/97	H-14.....	2/09/05
11						
12	I-1	7/18/97	I-6	7/17/03	I-11.....	9/11/03
13	I-2	4/23/99	I-7	7/17/03	I-12	7/17/03
14	I-3	8/20/99	I-8	7/17/03	I-13	7/17/03
15	I-4	7/17/03	I-9	7/17/03	I-14	7/17/03
16	I-5	7/17/03	I-10	7/17/03	I-15	7/13/05
17						
18	J-1b	10/08/99	J-6g	12/12/02	J-11a.....	9/02/05
19	J-1c.....	4/24/98	J-6h	4/24/98	J-11b.....	9/02/05
20	J-1e	8/01/97	J-7a	9/12/01	J-11c.....	9/02/05
21	J-1f	6/23/00	J-7c.....	6/19/98	J-12.....	11/08/05
22	J-3	8/01/97	J-7d	4/24/98	J-15a.....	10/04/05
23	J-3b	3/04/05	J-8a	5/20/04	J-15b.....	10/04/05
24	J-3c.....	6/24/02	J-8b	5/20/04	J-16a.....	3/04/05
25	J-3d	11/05/03	J-8c.....	5/20/04	J-16b.....	9/02/05
26	J-5	8/01/97	J-8d	5/20/04	J-18.....	9/02/05
27	J-6c.....	4/24/98	J-9a	4/24/98	J-19.....	9/02/05
28	J-6f	4/24/98	J-10	7/18/97	J-20.....	9/02/05
29						
30	K-1.....	12/20/02	K-10.....	12/20/02	K-19.....	12/20/02
31	K-2.....	12/20/02	K-11	12/20/02	K-20.....	12/20/02
32	K-3.....	12/20/02	K-12.....	12/20/02	K-21	12/20/02
33	K-4.....	12/20/02	K-13.....	12/20/02	K-22.....	12/20/02
34	K-5.....	12/20/02	K-14.....	12/20/02	K-23.....	12/20/02
35	K-6.....	12/20/02	K-15.....	12/20/02	K-24.....	12/20/02
36	K-7.....	12/20/02	K-16.....	12/20/02	K-25.....	12/20/02
37	K-8.....	12/20/02	K-17.....	12/20/02	K-26.....	12/20/02
38	K-9.....	12/20/02	K-18.....	12/20/02	K-27	12/20/02
39						
40	L-1	7/18/97	L-3	7/18/97	L-5a	7/31/98
41	L-2	7/18/97	L-5	7/31/98	L-6	7/25/97
42						
43	M-1.20-00	2/25/05	M-3.30-00	12/15/04	M-20.10-00	3/04/05
44	M-1.40-00	2/25/05	M-3.40-00	12/15/04	M-20.20-00	3/04/05
45	M-1.60-00	2/25/05	M-3.50-00	12/15/04	M-20.30-00	3/04/05
46	M-1.80-00	2/25/05	M-5.10-00	12/15/04	M-20.40-00	3/04/05
47	M-2.20-00	2/25/05	M-7.50-00	3/04/05	M-20.50-00	3/04/05
48	M-2.40-00	2/25/05	M-9.50-00	3/04/05	M-24.20-00	3/04/05
49	M-2.60-00	2/25/05	M-11.10-00.....	3/04/05	M-24.40-00	3/04/05
50	M-3.10-00	12/15/04	M-15.10-00	2/25/05	M-24.60-00	3/04/05
51	M-3.20-00	12/15/04	M-17.10-00	3/04/05		
52						