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**BAYHEAD CREEK CULVERT REPLACEMENT
SAN JUAN COUNTY WASHINGTON
CONSTRUCTION SPECIFICATIONS
AMENDMENTS AND SPECIAL PROVISIONS
NOVEMBER 2022**

PREPARED BY
WOLF WATER RESOURCES, INC



11/03/2022

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1

2 **INTRODUCTION**

3 The following Special Provisions shall be used in conjunction with the 2022 WSDOT Standard
4 Specifications for Road, Bridge, and Municipal Construction.
5

6 **AMENDMENTS TO THE STANDARD SPECIFICATIONS**

7

8 There are no amendments to the 2022 WSDOT Standard Specifications.

1 **INTRODUCTION TO THE SPECIAL PROVISIONS**

2
3 The work on this project shall be accomplished in accordance with the *Standard Specifications for Road,*
4 *Bridge and Municipal Construction*, 2022 edition, as issued by the Washington State Department of
5 Transportation (WSDOT) and the American Public Works Association (APWA), Washington State
6 Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented
7 by the Amendments to the Standard Specifications and these Special Provisions, all of which are made
8 a part of the Contract Documents, shall govern all of the Work.
9

10 The following Special Provisions are made a part of this contract and supersede any conflicting provisions
11 of the 2022 Standard Specifications for Road, Bridge and Municipal Construction.
12

13 Several types of Special Provisions are included in this contract; General, Region, Bridges and
14 Structures, and Project Specific. Special Provisions types are differentiated as follows:
15

- | | |
|--------------------------------|---------------------------------------------------------------------------------------------------------------|
| 16 (date) | General Special Provision |
| 17 (*****) | Notes a revision to a General Special Provision and also notes a Project Specific Special 18 Provision. |
| 19 (Regions ¹ date) | Region Special Provision |

20
21
22 **General Special Provisions** are similar to Standard Specifications in that they typically apply to many
23 projects, usually in more than one Region. Usually, the only difference from one project to another is the
24 inclusion of variable project data, inserted as a “fill-in”.
25

26 **Region Special Provisions** are commonly applicable within the designated Region. Region
27 designations are as follows:
28

- | | |
|-------------------------------|-----------------------------------|
| 29 <u>Regions¹</u> | |
| 30 ER | Eastern Region |
| 31 NCR | North Central Region |
| 32 NWR | Northwest Region |
| 33 OR | Olympic Region |
| 34 SCR | South Central Region |
| 35 SWR | Southwest Region |
| 36 WSF | Washington State Ferries Division |

37
38 **Project Specific Special Provisions** normally appear only in the contract for which they were
39 developed.
40
41
42
43

1 **DIVISION 1**
2 **GENERAL REQUIREMENTS**

3
4 **1-01 DEFINITIONS AND TERMS**

5 **1-01.1 General – Description of Work**

6 (March 10, 2022)

7 This Contract provides for the improvement of *** Fish Passage at the Bayhead Creek crossing at
8 Killebrew Lake Road *** and other work, all in accordance with the attached Contract Plans, these
9 Contract Provisions, and the Standard Specifications.

10
11 (*****)

12 Supplement this section with the following:

13
14 Work to be performed consists primarily of the following:

- 15 • Replace an undersized CPP emergency culvert under Killebrew Lake Road with a 4-sided precast
16 concrete split box culvert to enhance fish access north of the road.
- 17 • Channel reconstruction to stabilize the stream bed extending approximately 5 feet downstream
18 and 15 feet upstream of the proposed culvert.
- 19 • Prepare ground of completed project site to assist placement of riparian vegetation to restore
20 areas disturbed by construction activities.
- 21 • Improve road conditions over the culvert through installation of guardrails and replacement of
22 existing surfacing.

23
24 **1-01.3 Definitions**

25 (*January 4, 2016 APWA*)

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

28
29 **Dates**

30 ***Bid Opening Date***

31 The date on which the Contracting Agency publicly opens and reads the Bids.

32
33 ***Award Date***

34 The date of the formal decision of the Contracting Agency to accept the lowest responsible and
35 responsive Bidder for the Work.

36
37 ***Contract Execution Date***

38 The date the Contracting Agency officially binds the Agency to the Contract.

39
40 ***Notice to Proceed Date***

41 The date stated in the Notice to Proceed on which the Contract time begins.

42
43 ***Substantial Completion Date***

44 The day the Engineer determines the Contracting Agency has full and unrestricted use and
45 benefit of the facilities, both from the operational and safety standpoint, any remaining traffic

1 disruptions will be rare and brief, and only minor incidental work, replacement of temporary
2 substitute facilities, plant establishment periods, or correction or repair remains for the Physical
3 Completion of the total Contract.

4
5 **Physical Completion Date**

6 The day all of the Work is physically completed on the project. All documentation required by the
7 Contract and required by law does not necessarily need to be furnished by the Contractor by
8 this date.

9
10 **Completion Date**

11 The day all the Work specified in the Contract is completed and all the obligations of the
12 Contractor under the contract are fulfilled by the Contractor. All documentation
13 required by the Contract and required by law must be furnished by the Contractor
14 before establishment of this date.

15
16 **Final Acceptance Date**

17 The date on which the Contracting Agency accepts the Work as complete.

18
19
20 (*****)

21 Supplement this Section with the following:

22
23 All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions,
24 to the terms "State", "Department of Transportation", "Washington State Transportation
25 Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State
26 Treasurer" shall be revised to read "Contracting Agency".

27
28 All references to the terms "State" or "state" shall be revised to read "Contracting Agency" unless
29 the reference is to an administrative agency of the State of Washington, a State statute or
30 regulation, or the context reasonably indicates otherwise.

31
32 All references to "State Materials Laboratory" shall be revised to read "Contracting Agency
33 designated location".

34
35 All references to "final contract voucher certification" shall be interpreted to mean the Contracting
36 Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

37
38 **Additive**

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

41
42 **Alternate**

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

46
47 **Business Day**

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

49
50 **Contract Bond**

1 The definition in the Standard Specifications for “Contract Bond” applies to whatever bond form(s)
2 are required by the Contract Documents, which may be a combination of a Payment Bond and a
3 Performance Bond.
4

5 **Contract Documents**

6 See definition for “Contract”.
7

8 **Contract Time**

9 The period of time established by the terms and conditions of the Contract within which
10 the Work must be physically completed.
11

12 **Notice of Award**

13 The written notice from the Contracting Agency to the successful Bidder signifying the Contracting
14 Agency’s acceptance of the Bid Proposal.
15

16 **Notice to Proceed**

17 The written notice from the Contracting Agency or Engineer to the Contractor authorizing and
18 directing the Contractor to proceed with the Work and establishing the date on which the Contract
19 time begins.
20

21 **Traffic**

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

1 **1-02 BID PROCEDURES AND CONDITIONS**

2
3 **1-02.1 Prequalification of Bidders**

4
5 *(January 24, 2011 APWA GSP)*
6 Delete this section and replace it with the following:

7
8 **1-02.1 Qualifications of Bidder**

9 Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW
10 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

11
12 **1-02.2 Plans and Specifications**

13
14 *(June 27, 2011 APWA GSP)*
15 Delete this section and replace it with the following:

16
17 Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids
18 (Advertisement for Bids) for the work.

19
20 After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed
21 below:

| To Prime Contractor | No. of Sets | Basis of Distribution |
|---------------------------|-------------|-------------------------------------|
| Reduced plans (11" x 17") | 3 | Furnished automatically upon award. |
| Contract Provisions | 3 | Furnished automatically upon award. |
| Large plans (22" x 34") | 2 | Furnished only upon request. |

22
23
24 Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the
25 Call for Bids, at the Contractor's own expense.

26
27 **1-02.4 Examinations of Plans, Specifications, and Site of Work**

28
29 **1-02.4(1) General**

30
31 *(August 15, 2016 APWA GSP Option A)*
32 The first sentence of the last paragraph is revised to read:

33
34 Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, must request
35 the explanation or interpretation in writing soon enough to allow a written reply to reach all prospective
36 Bidders before the submission of their Bids.

37
38 **1-02.4(2) Subsurface Information**

39
40 *(March 8, 2013 APWA GSP)*
41 The second sentence in the first paragraph is revised to read:

42
43 The Summary of Geotechnical Conditions and the boring logs, if and when included as an appendix to the
44 Special Provisions, shall be considered as part of the Contract.

1 **1-02.5 Proposal Forms**

2
3 *(July 31, 2017 APWA GSP)*

4 Delete this section and replace it with the following:

5
6 The Proposal Form will identify the project and its location and describe the work. It will also list
7 estimated quantities, units of measurement, the items of work, and the materials to be furnished at
8 the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not
9 limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where
10 applicable, retail sales taxes and acknowledgment of addenda; the bidder’s name, address,
11 telephone number, and signature; the bidder’s UDBE/DBE/M/WBE commitment, if applicable; a State
12 of Washington Contractor’s Registration Number; and a Business License Number, if applicable. Bids
13 shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required
14 certifications are included as part of the Proposal Form.

15
16 The Contracting Agency reserves the right to arrange the proposal forms with alternates and
17 additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates
18 and additives set forth in the Proposal Form unless otherwise specified.

19
20 **1-02.6 Preparation of Proposal**

21
22 *(July 11, 2018 APWA GSP)*

23 Supplement the second paragraph with the following:

24
25 4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal
26 or exceed the minimum amount stated.

27
28 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer
29 of the bid.

30
31 Delete the last two paragraphs, and replace them with the following:

32
33 If no Subcontractor is listed, the Bidder acknowledges 1 that it does not intend to use any
34 Subcontractor to perform those items of work.

35
36 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance
37 form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal
38 package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage
39 Law Compliance form is included in the
40 Proposal Forms.

41
42 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

43
44 A bid by a corporation shall be executed in the corporate name, by the president or a vice president
45 (or other corporate officer accompanied by evidence of authority to sign).

46
47 A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of
48 the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be
49 satisfied through such an agreement.

1 A bid by a joint venture shall be executed in the joint venture name and signed by a member of the
2 joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any UDBE
3 requirements are to be satisfied through such an agreement.
4

5 **1-02.7 Bid Deposit**

6
7 *(March 8, 2013 APWA GSP)*

8 Supplement this section with the following:
9

10 Bid bonds shall contain the following:

- 11 1. Contracting Agency-assigned number for the project;
- 12 2. Name of the project;
- 13 3. The Contracting Agency named as obligee;
- 14 4. The amount of the bid bond stated either as a dollar figure or as a percentage which
15 represents five percent of the maximum bid amount that could be awarded;
- 16 5. Signature of the bidder's officer empowered to sign official statements. The signature of the
17 person authorized to submit the bid should agree with the signature on the bond, and the title
18 of the person must accompany the said signature;
- 19 6. The signature of the surety's officer empowered to sign the bond and the power of attorney.
20

21 If so stated in the Contract Provisions, bidder must use the bond form included in the Contract
22 Provisions.
23

24 *(*****)*

25 The Bidder must use the bond form included in the Contract Provisions.
26

27 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.
28

29 *(*****)*

30 Cash will not be accepted for a bid deposit.
31

32 **1-02.9 Delivery of Proposal**

33
34 *(May 17, 2018 APWA GSP, Option A)*

35 Delete this section and replace it with the following:
36

37 Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project Number
38 as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required
39 in the Bid Documents, to ensure proper handling and delivery.
40

41 To be considered responsive on a FHWA-funded project, the Bidder may be required to submit the
42 following items, as required by Section 1-02.6:
43

- 44 • UDBE Written Confirmation Document from each UDBE firm listed on the Bidder's completed
45 UDBE Utilization Certification (WSDOT 272-056U)
- 46 • Good Faith Effort (GFE) Documentation
- 47 • **Certification Regarding Lobbying (CFR Part 18)**
48

49 These documents, if applicable, shall be received either with the Bid Proposal or as a supplement to
50 the Bid. These documents shall be received no later than 24 hours (not including Saturdays, Sundays
51 and Holidays) after the time for delivery of the Bid Proposal.

1
2 If submitted after the Bid Proposal is due, the document(s) must be submitted in a sealed envelope
3 labeled the same as for the Proposal, with "Supplemental Information" added. All other information
4 required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the
5 time stated in the Call for Bids.
6

7 The Contracting Agency will not open or consider any Bid Proposal that is received after the time
8 specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that
9 specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental
10 Information" (UDBE confirmations, or GFE documentation) that is received after the time specified
11 above, or received in a location other than that specified in the Call for Bids.
12

13 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**

14
15 *(July 23, 2015 APWA GSP)*

16 Delete this section, and replace it with the following:
17

18 After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise,
19 or supplement it if:
20

- 21 1. The Bidder submits a written request signed by an authorized person and physically delivers
22 it to the place designated for receipt of Bid Proposals, and
- 23 2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals,
24 and
- 25 3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency
26 before the time set for receipt of Bid Proposals.
27

28 If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time
29 set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package
30 to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the
31 Bidder does not submit a revised or supplemented package, then its bid shall be considered
32 withdrawn.
33

34 Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the
35 Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise,
36 or supplement a Bid Proposal are not acceptable.
37

38 **1-02.13 Irregular Proposals**

39
40 *(June 20, 2017 APWA GSP)*

41 Delete this section and replace it with the following:
42

- 43 1. A Proposal will be considered irregular and will be rejected if:
 - 44 a. The Bidder is not prequalified when so required;
 - 45 b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
 - 46 c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids,
47 or conditions;
 - 48 d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the
49 Contract;
 - 50 e. A price per unit cannot be determined from the Bid Proposal;
 - 51 f. The Proposal form is not properly executed;

- 1 g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required
- 2 in Section 1-02.6;
- 3 h. The Bidder fails to submit or properly complete an Underutilized Disadvantaged Business
- 4 Enterprise Certification, if applicable, as required in Section 1-02.6;
- 5 i. The Bidder fails to submit written confirmation from each UDBE firm listed on the Bidder's
- 6 completed UDBE Utilization Certification that they are in agreement with the bidder's UDBE
- 7 participation commitment, if applicable, as required in Section 1-02.6, or if the written
- 8 confirmation that is submitted fails to meet the requirements of the Special Provisions;
- 9 j. The Bidder fails to submit UDBE Good Faith Effort documentation, if applicable, as required
- 10 in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good
- 11 Faith Effort to meet the Condition of Award was made;
- 12 k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material
- 13 terms of the Bid invitation; or
- 14 l. More than one Proposal is submitted for the same project from a Bidder under the same or
- 15 different names.

16
17 2. A Proposal may be considered irregular and may be rejected if:

- 18 a. The Proposal does not include a unit price for every Bid item;
- 19 b. Any of the unit prices are excessively unbalanced (either above or below the amount of a
- 20 reasonable Bid) to the potential detriment of the Contracting Agency;
- 21 c. Receipt of Addenda is not acknowledged;
- 22 d. A member of a joint venture or partnership and the joint venture or partnership submit
- 23 Proposals for the same project (in such an instance, both Bids may be rejected); or
- 24 e. If Proposal form entries are not made in ink.

25 26 **1-02.14 Disqualification of Bidders**

27
28 *(May 17, 2018 APWA GSP, Option A)*

29 Delete this section and replace it with the following:

30
31 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder

32 responsibility criteria in RCW 39.04.350(1), as amended.

33
34 The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria

35 in RCW 39.04.350(1). To assess bidder responsibility, the Contracting Agency reserves the right to

36 request documentation as needed from the Bidder and third parties concerning the Bidder's

37 compliance with the mandatory bidder responsibility criteria.

38
39 If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility

40 criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the Contracting Agency shall

41 notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this

42 determination, it may appeal the determination within two (2) business days of the Contracting

43 Agency's determination by presenting its appeal and any additional information to the Contracting

44 Agency. The Contracting Agency will consider the appeal and any additional information before

45 issuing its final determination. If the final determination affirms that the Bidder is not responsible, the

46 Contracting Agency will not execute a contract with any other Bidder until at least two business days

47 after the Bidder determined to be not responsible has received the Contracting Agency's final

48 determination.

1 **1-03 AWARD AND EXECUTION OF CONTRACT**

2
3 **1-03.1 Consideration of Bids**

4
5 *(January 23, 2006 APWA GSP)*

6 Revise the first paragraph to read:

7
8 After opening and reading proposals, the Contracting Agency will check them for correctness of
9 extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit
10 and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has
11 been established for any item and the bidder's unit or lump sum price is less than the minimum
12 specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the
13 minimum specified amount and recalculate the extension. The total of extensions, corrected where
14 necessary, including sales taxes where applicable and such additives and/or alternates as selected
15 by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the
16 Awarded Contract Price amount and the amount of the contract bond.

17
18 **1-03.3 Execution of Contract**

19
20 *(October 1, 2005 APWA GSP)*

21 Revise this section to read:

22
23 Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for
24 signature by the successful bidder on the first business day following award. The number of copies
25 to be executed by the Contractor will be determined by the Contracting Agency.

26
27 Within *** 7 *** calendar days after the award date, the successful bidder shall return the signed
28 Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and
29 a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the
30 Contracting Agency, the successful bidder shall provide any pre-award information the Contracting
31 Agency may require under Section 1-02.15.

32
33 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor
34 shall any work begin within the project limits or within Contracting Agency furnished sites. The
35 Contractor shall bear all risks for any work begun outside such areas and for any materials ordered
36 before the contract is executed by the Contracting Agency.

37
38 If the bidder experiences circumstances beyond their control that prevents return of the contract
39 documents within the calendar days after the award date stated above, the Contracting Agency may
40 grant up to a maximum of *** 7 *** additional calendar days for return of the documents, provided the
41 Contracting Agency deems the circumstances warrant it.

42
43 **1-03.4 Contract Bond**

44
45 *(July 23, 2015 APWA GSP)*

46 Delete the first paragraph and replace it with the following:

47
48 The successful bidder shall provide executed payment and performance bond(s) for the full contract
49 amount. The bond may be a combined payment and performance bond; or be separate payment and

1 performance bonds. In the case of separate payment and performance bonds, each shall be for the
2 full contract amount. The bond(s) shall:

- 3 1. Be on Contracting Agency-furnished form(s);
- 4 2. Be signed by an approved surety (or sureties) that:
 - 5 a. Is registered with the Washington State Insurance Commissioner, and
 - 6 b. Appears on the current Authorized Insurance List in the State of Washington published by the
7 Office of the Insurance Commissioner,
- 8 3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions
9 under the Contract, including but not limited to the duty and obligation to indemnify, defend, and
10 protect the Contracting Agency against all losses and claims related directly or indirectly from any
11 failure:
 - 12 a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the
13 Contractor) to faithfully perform and comply with all contract obligations, conditions, and
14 duties, or
 - 15 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay
16 all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any
17 other person who provides supplies or provisions for carrying out the work;
- 18 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under
19 titles 50, 51, and 82 RCW; and
- 20 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
- 21 6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor
22 or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice
23 president, unless accompanied by written proof of the authority of the individual signing the
24 bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such
25 effect signed by the president or vice president).

26 **1-03.7 Judicial Review**

27
28
29 *40 (November 30, 2018 APWA GSP)*

30 Revise this section to read:

31
32 Any decision made by the Contracting Agency regarding the Award and execution of the Contract or
33 Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington
34 Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting
35 Agency headquarters is located, provided that where an action is asserted against a county, RCW
36 36.01.050 shall control venue and jurisdiction.
37
38

1 **1-04 SCOPE OF WORK**

2
3 **1-04.6 Variation in Estimated Quantities**

4
5 *(May 25, 2006 APWA GSP)*
6 Supplement this section with the following:

7
8 The quantities for “UNSUITABLE FOUNDATION EXCAVATION INCL. HAUL”, “STRUCTURE
9 EXCAVATION CLASS A INC. HAUL AND BACKFILL” and “ROADWAY EXCAVATION INCL. HAUL”
10 have been entered into the Proposal to provide a common proposal for bidders. Actual quantities will
11 be determined in the field as the work progresses, and will be paid at the original bid price, regardless
12 of final quantity. These bid items shall not be subject to the provisions of 1-04.6 of the Standard
13 Specifications.

14
15
16 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications,**
17 **and Addenda**

18 *(*****)*

19
20 Revise the second paragraph to read:

21
22 Any inconsistency in the parts of the contract shall be resolved by following this order of
23 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 24
25 a. Addenda,
26 b. Agreement,
27 c. Bid Form,
28 d. Supplemental Conditions,
29 e. General Conditions,
30 f. Technical Specifications (Special Provisions),
31 g. Contract Plans,
32 h. Standard Specifications,
33 i. WSDOT Standard Plans.

1 **1-05 CONTROL OF WORK**

2
3 **1-05.4 Conformity with and Deviations from Plans and Stakes**

4
5 *(August 7, 2017)*

6 Section 1-05.4 is supplemented with the following:

7
8 ***Contractor Surveying - Structure***

9 Copies of the County provided primary survey control data are available for the bidder's inspection
10 by request from the County.

11
12 The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope
13 stakes, and grades necessary for the construction of bridges, noise walls, and retaining walls. Except
14 for the survey control data to be furnished by the Contracting Agency, calculations, surveying, and
15 measuring required for setting and maintaining the necessary lines and grades shall be the
16 Contractor's responsibility.

17
18 The Contractor shall inform the Engineer when monuments are discovered that were not identified in
19 the Plans and construction activity may disturb or damage the monuments. All monuments noted on
20 the plans "DO NOT DISTURB" shall be protected throughout the length of the project or be replaced
21 at the Contractors expense.

22
23 Detailed survey records shall be maintained, including a description of the work performed on each
24 shift, the methods utilized, and the control points used. The record shall be adequate to allow the
25 survey to be reproduced. A copy of each day's record shall be provided to the Engineer within three
26 working days after the end of the shift.

27
28 The meaning of words and terms used in this provision shall be as listed in "Definitions of Surveying
29 and Associated Terms" current edition, published by the American Congress on Surveying and
30 Mapping and the American Society of Civil Engineers.

31
32 The survey work by the Contractor shall include but not be limited to the following:

- 33
- 34 1. Verify the primary horizontal and vertical control furnished by the County, and expand into
35 secondary control by adding stakes and hubs as well as additional survey control needed
36 for the project. Provide descriptions of secondary control to the Contracting Agency. The
37 description shall include coordinates and elevations of all secondary control points.
 - 38
 - 39 2. Establish, by placing hubs and/or marked stakes, the location with offsets of foundation
40 shafts and piles.
 - 41
 - 42 3. Establish offsets to footing centerline of bearing for structure excavation.
 - 43
 - 44 4. Establish offsets to footing centerline of bearing for footing forms.
 - 45
 - 46 5. Establish wing wall, retaining wall, and noise wall horizontal alignment.
 - 47
 - 48 6. Establish retaining wall top of wall profile grade.
 - 49
 - 50 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.

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

- 1 Shafts
- 2 Footings
- 3 Columns

4

5 The Contractor shall calculate coordinates for the points associated with piles, shafts, footings and

6 columns. The Contracting Agency will verify these coordinates prior to issuing approval to the

7 Contractor for commencing with the survey work. The Contracting Agency will require up to seven

8 calendar days from the date the data is received to issuing approval.

9

10 Contract work to be performed using contractor-provided stakes shall not begin until the stakes are

11 approved by the Contracting Agency. Such approval shall not relieve the Contractor of responsibility

12 for the accuracy of the stakes.

13

14 (*****)

15 **Contractor Surveying – Other Work**

16

17 Surveying for other work is not subject to the same accuracy tolerances as structure surveying. For

18 other grading work and the roughened channel construction the Contractor shall ensure a

19 surveying accuracy within the following tolerances:

| | <u>Vertical</u> | <u>Horizontal</u> |
|---------------------------------|-----------------------------------------------|-------------------|
| 23 1. Stationing | | ±0.5 feet |
| 24 2. Alignment | | ±0.5 feet |
| 25 3. Grading Elevations | ±0.2 feet variation from plan elevation | |
| 26 | | |
| 27 | | |
| 28 | | |
| 29 4. Step-Pool | ±0.2 feet | |
| 30 Subgrade and Rock Elevations | variation from Plan grades. | |
| 31 | | |
| 32 | | |
| 33 5. Step-Pool | ±0.05 feet | |
| 34 Crest Elevations | variation from Plan grades. | |
| 35 | | |
| 36 | | |
| 37 6. Step-Pool | ±0.2 feet | |
| 38 Pool Elevations | variation from Plan grades. | |
| 39 | | |
| 40 | | |

41 **Payment**

42 Payment will be made for the following bid item when included in the proposal:

43

44 "Contractor Surveying", lump sum.

45

46 The lump sum contract price for "Contractor Surveying" shall be full pay for all labor, equipment,

47 materials, and supervision utilized to perform the Work specified, including any resurveying,

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

49

50 (*****)

1 Supplement the description of Contractor Surveying with the following:
2

3 Work for the "Contractor Surveying" bid item shall include but is not limited to survey necessary to
4 complete the following items of work:
5

- 6 • Culvert construction
- 7 • Channel construction
- 8 • Road reconstruction
- 9 • Other earthwork and grading not listed above

10
11 (October 1, 2005 APWA GSP)

12 Supplement this section with the following:
13

14 If the Contractor fails to remedy defective or unauthorized work within the time specified in a written
15 notice from the Engineer, or fails to perform any part of the work required by the Contract Documents,
16 the Engineer may correct and remedy such work as may be identified in the written notice, with
17 Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.
18

19 If the Contractor fails to comply with a written order to remedy what the Engineer determines to be
20 an emergency situation, the Engineer may have the defective and unauthorized work corrected
21 immediately, have the rejected work removed and replaced, or have work the Contractor refuses to
22 perform completed by using Contracting Agency or other forces. An emergency situation is any
23 situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or
24 might cause serious risk of loss or damage to the public.
25

26 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying
27 defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by
28 the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the
29 Contractor. Such direct and indirect costs shall include in particular, but without limitation,
30 compensation for additional professional services required, and costs for repair and replacement of
31 work of others destroyed or damaged by correction, removal, or replacement of the Contractor's
32 unauthorized work.
33

34 No adjustment in contract time or compensation will be allowed because of the delay in the
35 performance of the work attributable to the exercise of the Contracting Agency's rights provided by
36 this Section.
37

38 The rights exercised under the provisions of this section shall not diminish the Contracting Agency's
39 right to pursue any other avenue for additional remedy or damages with respect to the Contractor's
40 failure to perform the work as required.
41

42 **1-05.11 Final Inspection**

43
44 Delete this section and replace it with the following:
45

46 **1-05.11 Final Inspections and Operational Testing**

47 (October 1, 2005 APWA GSP)
48

49 **1-05.11(1) Substantial Completion Date**

50
51 When the Contractor considers the work to be substantially complete, the Contractor shall so notify
52 the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's

1 request shall list the specific items of work that remain to be completed in order to reach physical
2 completion. The Engineer will schedule an inspection of the work with the Contractor to determine
3 the status of completion. The Engineer may also establish the Substantial Completion Date
4 unilaterally.
5

6 If, after this inspection, the Engineer concurs with the Contractor that the work is substantially
7 complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the
8 Substantial Completion Date. If, after this inspection the Engineer does not consider the work
9 substantially complete and ready for its intended use, the Engineer will, by written notice, so notify
10 the Contractor giving the reasons therefor.
11

12 Upon receipt of written notice concurring in or denying substantial completion, whichever is
13 applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption,
14 the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the
15 Engineer with a revised schedule indicating when the Contractor expects to reach substantial and
16 physical completion of the work.
17

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

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

22

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

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

36 The Contractor will not be allowed an extension of contract time because of a delay in the
37 performance of the work attributable to the exercise of the Engineer's right hereunder.
38

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

44 **1-05.11(3) Operational Testing**

45

46 It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and
47 operable system. Therefore when the work involves the installation of machinery or other mechanical
48 equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or
49 other similar work it may be desirable for the Engineer to have the Contractor operate and test the
50 work for a period of time after final inspection but prior to the physical completion date. Whenever
51 items of work are listed in the Contract Provisions for operational testing they shall be fully tested

1 under operating conditions for the time period specified to ensure their acceptability prior to the
2 Physical Completion Date. During and following the test period, the Contractor shall correct any items
3 of workmanship, materials, or equipment which prove faulty, or that are not in first class operating
4 condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during
5 this period shall be tested under the observation of the Engineer, so that the Engineer may determine
6 their suitability for the purpose for which they were installed. The Physical Completion Date cannot
7 be established until testing and corrections have been completed to the satisfaction of the Engineer.
8

9 The costs for power, gas, labor, material, supplies, and everything else needed to successfully
10 complete operational testing, shall be included in the unit contract prices related to the system being
11 tested, unless specifically set forth otherwise in the proposal.
12

13 Operational and test periods, when required by the Engineer, shall not affect a manufacturer's
14 guaranties or warranties furnished under the terms of the contract.
15

16 **1-05.13 Superintendents, Labor and Equipment of Contractor**

17
18 (August 14, 2013 APWA GSP)

19 Delete the sixth and seventh paragraphs of this section.
20

21 Add the following new section:
22

23 **1-05.16 Water and Power**

24
25 (October 1, 2005 APWA GSP)
26

27 The Contractor shall make necessary arrangements, and shall bear the costs for power and water
28 necessary for the performance of the work, unless the contract includes power and water as a pay
29 item.
30
31

1 **1-06 CONTROL OF MATERIAL**

2
3 Section 1-06 is supplemented with the following:
4 (*August 6, 2012 WSDOT GSP*)

5 ***Buy America***

6
7 (*August 6, 2012*)

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

12
13 Minor amounts of foreign steel and iron may be utilized in this project provided the cost of the foreign
14 material used does not exceed one-tenth of one percent of the total contract cost or \$2,500.00,
15 whichever is greater.

16
17 American-made material is defined as material having all manufacturing processes occurring
18 domestically. To further define the coverage, a domestic product is a manufactured steel material that
19 was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and
20 possessions of the United States.

21
22 If domestically produced steel billets or iron ingots are exported outside of the area of coverage, as
23 defined above, for any manufacturing process then the resulting product does not conform to the Buy
24 America requirements. Additionally, products manufactured domestically from foreign source steel
25 billets or iron ingots do not conform to the Buy America requirements because the initial melting and
26 mixing of alloys to create the material occurred in a foreign country.

27
28 Manufacturing begins with the initial melting and mixing, and continues through the coating stage.
29 Any process which modifies the chemical content, the physical size or shape, or the final finish is
30 considered a manufacturing process. The processes include rolling, extruding, machining, bending,
31 grinding, drilling, welding, and coating. The action of applying a coating to steel or iron is deemed a
32 manufacturing process. Coating includes epoxy coating, galvanizing, aluminizing, painting, and any
33 other coating that protects or enhances the value of steel or iron. Any process from the original
34 reduction from ore to the finished product constitutes a manufacturing process for iron.

35
36 Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and alloys), scrap
37 (recycled steel or iron), and pig iron or processed, pelletized, and reduced iron ore.

38
39 The following are considered to be steel manufacturing processes:

- 40
41 1. Production of steel by any of the following processes:
42
43 a. Open hearth furnace.
44 b. Basic oxygen.
45 c. Electric furnace.
46 d. Direct reduction.
47
48 2. Rolling, heat treating, and any other similar processing.
49
50 3. Fabrication of the products. 67
51 a. Spinning wire into cable or strand.

- b. Corrugating and rolling into culverts.
- c. Shop fabrication.

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

1-06.6 Recycled Materials

Delete this section, including its subsections, and replace it with the following:
(January 4, 2016 APWA GSP)

The Contractor shall make their best effort to utilize recycled materials in the construction of the project. Approval of such material use shall be as detailed elsewhere in the Standard Specifications.

Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned to the supplier). The Contractor's report shall be provided on DOT form 350-075 Recycled Materials Reporting.

1 **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

2 **1-07.5 Legal Relations and Responsibilities to the Public**

3
4 **Environmental Regulations**

5
6 Section 1-07.5 is supplemented with the following:

7
8 **(September 20, 2010)**

9 **Environmental Commitments**

10 The following Provisions summarize the requirements, in addition to those required elsewhere in the
11 Contract, imposed upon the Contracting Agency by the various documents referenced in the Special
12 Provision **Permits and Licenses**. Throughout the work, the Contractor shall comply with the following
13 requirements:

14
15 (*****)

16 No temporary fill or stockpiled material shall be placed in delineated wetlands or within the ordinary
17 high water line unless specified in the plans.

18
19 **(August 3, 2009)**

20 **Payment**

21 All costs to comply with this special provision for the environmental commitments and requirements are
22 incidental to the contract and are the responsibility of the Contractor. The Contractor shall include all
23 related costs in the associated bid prices of the contract.

24
25 (*****)

26 **1-07.9 Wages**

27 **1-07.9(1) General**

28 (January 9, 2019 WSDOT GSP)

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

30
31 (January 9, 2019)

32 The Federal wage rates incorporated in this contract have been established by the Secretary of Labor
33 under United States Department of Labor General Decision No. WA190001.

34
35 The State rates incorporated in this contract are applicable to all construction activities associated
36 with this contract.

37
38 **1-07.11 Requirements for Nondiscrimination**

39 Section 1-07.11 is supplemented with the following:

40
41 During the performance of this contract, the contractor agrees as follows:

42
43 (1) The contractor will not discriminate against any employee or applicant for employment because of
44 race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take
45 affirmative action to ensure that applicants are employed, and that employees are treated during
46 employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or
47 national origin. Such action shall include, but not be limited to the following: Employment, upgrading,

1 demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other
2 forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post
3 in conspicuous places, available to employees and applicants for employment, notices to be provided
4 setting forth the provisions of this nondiscrimination clause.
5

6 (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the
7 contractor, state that all qualified applicants will receive consideration for employment without regard to
8 race, color, religion, sex, sexual orientation, gender identity, or national origin.
9

10 (3) The contractor will not discharge or in any other manner discriminate against any employee or
11 applicant for employment because such employee or applicant has inquired about, discussed, or
12 disclosed the compensation of the employee or applicant or another employee or applicant. This
13 provision shall not apply to instances in which an employee who has access to the compensation
14 information of other employees or applicants as a part of such employee's essential job functions
15 discloses the compensation of such other employees or applicants to individuals who do not otherwise
16 have access to such information, unless such disclosure is in response to a formal complaint or charge,
17 in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by
18 the employer, or is consistent with the contractor's legal duty to furnish information.
19

20 (4) The contractor will send to each labor union or representative of workers with which he has a collective
21 bargaining agreement or other contract or understanding, a notice to be provided advising the said labor
22 union or workers' representatives of the contractor's commitments under this section, and shall post
23 copies of the notice in conspicuous places available to employees and applicants for employment.
24

25 (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and
26 of the rules, regulations, and relevant orders of the Secretary of Labor.
27

28 (6) The contractor will furnish all information and reports required by Executive Order 11246 of September
29 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will
30 permit access to his books, records, and accounts by the administering agency and the Secretary of
31 Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
32

33 (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or
34 with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended
35 in whole or in part and the contractor may be declared ineligible for further Government contracts or
36 federally assisted construction contracts in accordance with procedures authorized in Executive Order
37 11246 of September 24, 1965, and such other
38 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September
39 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
40

41 (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the
42 provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by
43 rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order
44 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.
45 The contractor will take such action with respect to any subcontract or purchase order as the
46 administering agency may direct as a means of enforcing such provisions, including sanctions for
47 noncompliance:
48

49 *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation
50 with a subcontractor or vendor as a result of such direction by the administering agency, the contractor
51 may request the United States to enter into such litigation to protect the interests of the United States.

1
2 The applicant further agrees that it will be bound by the above equal opportunity clause with respect to
3 its own employment practices when it participates in federally assisted construction work: *Provided*, that
4 if the applicant so participating is a state or local government, the above equal opportunity clause is not
5 applicable to any agency, instrumentality or subdivision of such government which does not participate
6 in work on or under the contract.

7
8 The applicant agrees that it will assist and cooperate actively with the administering agency and the
9 Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal
10 opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will
11 furnish the administering agency and the Secretary of Labor such information as they may require for the
12 supervision of such compliance, and that it will otherwise assist the administering agency in the discharge
13 of the agency's primary responsibility for securing compliance.

14 The applicant further agrees that it will refrain from entering into any contract or contract modification
15 subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has
16 not demonstrated eligibility for, Government contracts and federally assisted construction contracts
17 pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal
18 opportunity clause as may be imposed upon contractors and subcontractors by the administering agency
19 or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant
20 agrees that if it fails or refuses to comply with these undertakings, the administering agency may take
21 any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract,
22 loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the
23 program with respect to which the failure or refund occurred until satisfactory assurance of future
24 compliance has been received from such applicant; and refer the case to the Department of Justice for
25 appropriate legal proceedings.

26
27 *(April 2, 2018 WSDOT GSP)*

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

- 29
30 1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard Federal
31 Equal Employment Opportunity Construction Contract Specifications set forth herein.
32
33 2. The goals and timetables for minority and female participation set by the Office of Federal
34 Contract Compliance Programs, expressed in percentage terms for the Contractor's aggregate
35 work force in each construction craft and in each trade on all construction work in the covered
36 area, are as follows:

37
38 Women - Statewide

| <u>Timetable</u> | <u>Goal</u> |
|------------------------------------------------------------------------------------------------------------------|-------------|
| Until further notice | 6.9% |
| Minorities - by Standard Metropolitan Statistical Area (SMSA) | |
| Spokane, WA: | |
| SMSA Counties: | |
| Spokane, WA | 2.8 |
| WA Spokane. | |
| Non-SMSA Counties | 3.0 |
| WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln, WA Pend Oreille; WA Stevens; WA Whitman. | |

| | | |
|----|----------------------------------------------------------------------------|-----|
| 1 | | |
| 2 | Richland, WA | |
| 3 | SMSA Counties: | |
| 4 | Richland Kennewick, WA | 5.4 |
| 5 | WA Benton; WA Franklin. | |
| 6 | Non-SMSA Counties | 3.6 |
| 7 | WA Walla Walla. | |
| 8 | | |
| 9 | Yakima, WA: | |
| 10 | SMSA Counties: | |
| 11 | Yakima, WA | 9.7 |
| 12 | WA Yakima. | |
| 13 | Non-SMSA Counties | 7.2 |
| 14 | WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan. | |
| 15 | | |
| 16 | Seattle, WA: | |
| 17 | SMSA Counties: | |
| 18 | Seattle Everett, WA | 7.2 |
| 19 | WA King; WA Snohomish. | |
| 20 | Tacoma, WA | 6.2 |
| 21 | WA Pierce. | |
| 22 | Non-SMSA Counties 6.1 | |
| 23 | WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA Lewis; | |
| 24 | WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston; WA Whatcom. | |
| 25 | | |
| 26 | Portland, OR: | |
| 27 | SMSA Counties: | |
| 28 | Portland, OR-WA | 4.5 |
| 29 | WA Clark. | |
| 30 | Non-SMSA Counties 3.8 | |
| 31 | WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum. | |
| 32 | | |

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

37
38 The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall
39 be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations
40 required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The
41 hours of minority and female employment and training must be substantially uniform throughout the
42 length of the contract, in each construction craft and in each trade, and the Contractor shall make a
43 good faith effort to employ minorities and women evenly on each of its projects. The transfer of
44 minority or female employees or trainees from Contractor to Contractor or from project to project for
45 the sole purpose of meeting the Contractor's goal shall be a violation of the contract, the Executive
46 Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against
47 the total work hours performed.

- 48
49 3. The Contractor shall provide written notification to the Office of Federal Contract Compliance
50 Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of
51 \$10,000 or more that are Federally funded, at any tier for construction work under the contract

1 resulting from this solicitation. The notification shall list the name, address and telephone number
2 of the Subcontractor; employer identification number of the Subcontractor; estimated dollar
3 amount of the subcontract; estimated starting and completion dates of the subcontract; and the
4 geographical area in which the contract is to be performed. The notification shall be sent to:
5

6 U.S. Department of Labor
7 Office of Federal Contract Compliance Programs Pacific Region
8 Attn: Regional Director
9 San Francisco Federal Building
10 90 – 7th Street, Suite 18-300
11 San Francisco, CA 94103(415) 625-7800 Phone
12 (415) 625-7799 Fax
13

14 Additional information may be found at the U.S. Department of Labor website:
15 <https://www.dol.gov/ofccp/regs/compliance/preaward/cnstnote.htm>
16

- 17 4. As used in this Notice, and in the contract resulting from this solicitation, the Covered Area is as
18 designated herein.
19

20 Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive
21 Order 11246)
22

- 23 1. As used in these specifications:
24

- 25 a. Covered Area means the geographical area described in the solicitation from which this
26 contract resulted;
27
28 b. Director means Director, Office of Federal 2 Contract Compliance Programs, United States
29 Department of Labor, or any person to whom the Director delegates authority;
30 c. Employer Identification Number means the Federal Social Security number used on the
31 Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
32 d. Minority includes:
33

34 (1) Black, a person having origins in any of the Black Racial Groups of Africa.
35

36 (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican, Puerto Rican,
37 Cuban, Central American, South American, or other Spanish origin.
38

39 (3) Asian or Pacific Islander, a person having origins in any of the original peoples of the Pacific
40 rim or the Pacific Islands, the Hawaiian Islands and Samoa.
41

42 (4) American Indian or Alaskan Native, a person having origins in any of the original peoples
43 of North America, and who maintain cultural identification through tribal affiliation or
44 community recognition.
45

- 46 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work
47 involving any construction trade, it shall physically include in each subcontract in excess of
48 \$10,000 the provisions of these specifications and the Notice which contains the applicable goals
49 for minority and female participation and which is set forth in the solicitations from which this
50 contract resulted.
51

- 1 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by
2 the U.S. Department of Labor in the covered area either individually or through an association, its
3 affirmative action obligations on all work in the Plan area (including goals and timetables) shall be
4 in accordance with that Plan for those trades which have unions participating in the Plan.
5 Contractors must be able to demonstrate their participation in and compliance with the provisions
6 of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan
7 is individually required to comply with its obligations under the EEO clause, and to make a good
8 faith effort to achieve each goal under the Plan in each trade in which it has employees. The
9 overall good faith performance by other Contractors or Subcontractors toward a goal in an
10 approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good
11 faith effort to achieve the Plan goals and timetables.
12
- 13 4. The Contractor shall implement the specific affirmative 2 action standards provided in paragraphs
14 7a through 7p of this Special Provision. The goals set forth in the solicitation from which this
15 contract resulted are expressed as percentages of the total hours of employment and training of
16 minority and female utilization the Contractor should reasonably be able to achieve in each
17 construction trade in which it has employees in the covered area. Covered construction
18 contractors performing construction work in geographical areas where they do not have a Federal
19 or federally assisted construction contract shall apply the minority and female goals established
20 for the geographical area where the work is being performed. The Contractor is expected to make
21 substantially uniform progress in meeting its goals in each craft during the period specified.
22
- 23 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with
24 whom the Contractor has a collective bargaining agreement, to refer either minorities or women
25 shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or
26 the regulations promulgated pursuant thereto.
27
- 28 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the
29 goals, such apprentices and trainees must be employed by the Contractor during the training
30 period, and the Contractor must have made a commitment to employ the apprentices and trainees
31 at the completion of their training, subject to the availability of employment opportunities. Trainees
32 must be trained pursuant to training programs approved by the U.S. Department of Labor.
33
- 34 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity.
35 The evaluation of the Contractor's compliance with these specifications shall be based upon its
36 effort to achieve maximum results from its action. The Contractor shall document these efforts
37 fully, and shall implement affirmative action steps at least as extensive as the following:
38
 - 39 a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at
40 all sites, and in all facilities at which the Contractor's employees are assigned to work. The
41 Contractor, where possible, will assign two or more women to each construction project. The
42 Contractor shall specifically ensure that all foremen, superintendents, and other on-site
43 supervisory personnel are aware of and carry out the Contractor's obligation to maintain such
44 a working environment, with specific attention to minority or female individuals working at such
45 sites or in such facilities.
46
 - 47 b. Establish and maintain a current list of minority and female recruitment sources, provide
48 written notification to minority and female recruitment sources and to community organizations
49 when the Contractor or its unions have employment opportunities available, and maintain a
50 record of the organizations' responses.

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

- 1
- 2 k. Validate all tests and other selection requirements where there is an obligation to do so under
- 3 41 CFR Part 60-3.
- 4
- 5 l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for
- 6 promotional opportunities and encourage these employees to seek or to prepare for, through
- 7 appropriate training, etc., such opportunities.
- 8
- 9 m. Ensure that seniority practices, job classifications, work assignments and other personnel
- 10 practices, do not have a discriminatory effect by continually monitoring all personnel and
- 11 employment related activities to ensure that the EEO policy and the Contractor's obligations
- 12 under these specifications are being carried out.
- 13
- 14 n. Ensure that all facilities and company activities are nonsegregated except that separate or
- 15 single-user toilet and necessary changing facilities shall be provided to assure privacy
- 16 between the sexes.
- 17
- 18 o. Document and maintain a record of all solicitations of offers for subcontracts from minority and
- 19 female construction contractors and suppliers, including circulation of solicitations to minority
- 20 and female contractor associations and other business associations.
- 21
- 22 p. Conduct a review, at least annually, of all supervisors' adherence to and performance under
- 23 the Contractor's EEO policies and affirmative action obligations.
- 24
- 25 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or
- 26 more of their affirmative action obligations (7a through 7p). The efforts of a contractor association,
- 27 joint contractor-union, contractor-community, or other similar group of which the Contractor is a
- 28 member and participant, may be asserted as fulfilling any one or more of the obligations under 7a
- 29 through 7p of this Special Provision provided that the Contractor actively participates in the group,
- 30 makes every effort to assure that the group has a positive impact on the employment of minorities
- 31 and women in the industry, ensure that the concrete benefits of the program are reflected in the
- 32 Contractor's minority and female work-force participation, makes a good faith effort to meet its
- 33 individual goals and timetables, and can provide access to documentation which demonstrate the
- 34 effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is
- 35 the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the
- 36 Contractor's noncompliance.
- 37
- 38 9. A single goal for minorities and a separate single goal for women have been established. The
- 39 Contractor, however, is required to provide equal employment opportunity and to take affirmative
- 40 action for all minority groups, both male and female, and all women, both minority and non-
- 41 minority. Consequently, the Contractor may be in violation of the Executive Order if a particular
- 42 group is employed in substantially disparate manner (for example, even though the Contractor
- 43 has achieved its goals for women generally, the Contractor may be in violation of the Executive
- 44 Order if a specific minority group of women is underutilized).
- 45
- 46 10. The Contractor shall not use the goals and timetables or affirmative action standards to
- 47 discriminate against any person because of race, color, religion, sex, or national origin.
- 48
- 49 11. The Contractor shall not enter into any subcontract with any person or firm debarred from
- 50 Government contracts pursuant to Executive Order 11246.
- 51

- 1 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications
2 and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of
3 existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as
4 amended, and its implementing regulations by the Office of Federal Contract Compliance
5 Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation
6 of these specifications and Executive Order 11246, as amended.
7
- 8 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific
9 affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this
10 Special Provision, so as to achieve maximum results from its efforts to ensure equal employment
11 opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the
12 implementing regulations, or these specifications, the Director shall proceed in accordance with
13 41 CFR 60-4.8.
14
- 15 14. The Contractor shall designate a responsible official to monitor all employment related activity to
16 ensure that the company EEO policy is being carried out, to submit reports relating to the
17 provisions hereof as may be required by the government and to keep records. Records shall at
18 least include, for each employee, their name, address, telephone numbers, construction trade,
19 union affiliation if any, employee identification number when assigned, social security number,
20 race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in
21 status, hours worked per week in the indicated trade, rate of pay, and locations at which the work
22 was performed. Records shall be maintained in an easily understandable and retrievable form;
23 however, to the degree that existing records satisfy this requirement, the Contractors will not be
24 required to maintain separate records.
25
- 26 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which
27 establish different standards of compliance or upon the application of requirements for the hiring
28 of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and
29 the Community Development Block Grant Program).
30
- 31 16. Additional assistance for Federal Construction Contractors on contracts administered by
32 Washington State Department of Transportation or by Local Agencies may be found at:

33
34 Washington State Dept. of Transportation
35 Office of Equal Opportunity
36 PO Box 47314
37 310 Maple Park Ave. SE
38 Olympia WA
39 98504-7314
40 Ph: 360-705-7090
41 Fax: 360-705-6801
42 <http://www.wsdot.wa.gov/equalopportunity/default.htm>
43
44

45 *(April 3, 2018 WSDOT GSP)*

46 ***Disadvantaged Business Enterprise Participation***

47 The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT's official
48 interpretations (i.e., Questions & Answers) apply to this Contract. As such, the requirements of this
49 Contract are to make affirmative efforts to solicit DBEs, provide information on who submitted a Bid or
50 quote and to report DBE participation monthly as described elsewhere in these Contract Provisions. No
51 preference will be included in the evaluation of Bids/Proposals, no minimum level of DBE participation

1 shall be required as a Condition of Award and Bids/Proposals may not be rejected or considered non-
2 responsive on that basis.

3
4 **DBE Abbreviations and Definitions**

5 **Broker** – A business firm that provides a bona fide service, such as professional, technical,
6 consultant or managerial services and assistance in the procurement of essential personnel,
7 facilities, equipment, materials, or supplies required for the performance of the Contract, or,
8 persons/companies who arrange or expedite transactions.

9
10 **Certified Business Description** – Specific descriptions of work the DBE is certified to perform,
11 as identified in the Certified Firm Directory, under the Vendor Information page.

12
13 **Certified Firm Directory** – A database of all Minority, Women, and Disadvantaged Business
14 Enterprises. The on-line Directory is available to Contractors for their use in identifying and
15 soliciting interest from DBE firms. The database is located under the Firm Certification section of
16 the Diversity Management and Compliance System web page at:
17 <https://omwbe.diversitycompliance.com>.

18
19 **Commercially Useful Function (CUF)**

20 49 CFR 26.55(c)(1) defines commercially useful function as: “A DBE performs a commercially
21 useful function when it is responsible for execution of the work of the contract and is carrying out
22 its responsibilities by actually performing, managing, and supervising the work involved. To
23 perform a commercially useful function, the DBE must also be responsible, with respect to
24 materials and supplies used on the contract, for negotiating price, determining quality and
25 quantity, ordering the material, and installing (where applicable) and paying for the material itself.
26 To determine whether a DBE is performing a commercially useful function, you must evaluate the
27 amount of work subcontracted, industry practices, whether the amount the firm is to be paid under
28 the contract is commensurate with the work it is actually performing and the DBE credit claimed
29 for its performance of the work, and other relevant factors.”

30
31 **Contract** – For this Special Provision only, this definition supplements Section 1-37 01.3. 49 CFR
32 26.5 defines contract as: “... a legally binding relationship obligating a 38 seller to furnish supplies
33 or services (including, but not limited to, construction and 39 professional services) and the buyer
34 to pay for them. For purposes of this part, a 40 lease is considered to be a contract.”

35
36 **Disadvantaged Business Enterprise (DBE)** – A business firm certified by the Washington State
37 Office of Minority and Women’s Business Enterprises, as meeting the criteria outlined in 49 CFR
38 26 regarding DBE certification. A Underutilized Disadvantaged Business Enterprise (UDBE) firm
39 is a subset of DBE.

40
41 **Force Account Work** –Work measured and paid in accordance with Section 1-09.6. 23

42
43 **Manufacturer (DBE)** – A DBE firm that operates or maintains a factory or establishment that
44 produces on the premises the materials, supplies, articles, or equipment required under the
45 Contract. A DBE Manufacturer shall produce finished goods or products from raw or unfinished
46 material or purchase and substantially alters goods and materials to make them suitable for
47 construction use before reselling them.

48
49 **Regular Dealer (DBE)** – A DBE firm that owns, operates, or maintains a store, warehouse, or
50 other establishment in which the materials or supplies required for the performance of a Contract
51 are bought, kept in stock, and regularly sold to the public in the usual course of business. To be

1 a Regular Dealer, the DBE firm must be an established regular business that engages in as its
2 principal business and in its own name the purchase and sale of the products in question. A
3 Regular Dealer in such items as steel, cement, gravel, stone, and petroleum products need not
4 own, operate or maintain a place of business if it both owns and operates distribution equipment
5 for the products. Any supplementing of regular dealers' own distribution equipment shall be by
6 long-term formal lease agreements and not on an ad-hoc basis. Brokers, packagers,
7 manufacturers' representatives, or other persons who arrange or expedite transactions shall not
8 be regarded as Regular Dealers within the meaning of this definition.
9

10 **DBE Goals**

11 No DBE goals have been assigned as part of this Contract.
12

13 **Affirmative Efforts to Solicit DBE Participation**

14 The Contractor shall not discriminate on the grounds of race, color, sex, national origin, age, or
15 disability in the selection and retention of subcontractors, including procurement of materials and
16 leases of equipment. DBE firms shall have an equal opportunity to compete for subcontracts in which
17 the Contractor enters into pursuant to this Contract.
18

19 Contractors are encouraged to:

- 20
21 1. Advertise opportunities for Subcontractors or suppliers in a timely and reasonably designed manner
22 to provide notice of the opportunity to DBEs capable of performing the Work. All advertisements
23 should include a Contract Provision encouraging participation by DBE firms. This may be
24 accomplished through general advertisements (e.g. newspapers, journals, etc.) or by soliciting
25 Bids/Proposals directly from DBEs.
26
- 27 2. Establish delivery schedules that encourage participation by DBEs and other small businesses.
28
- 29 3. Participate with a DBE as a joint venture.
30

31 **DBE Eligibility/Selection of DBEs for Reporting Purposes Only**

32 Contractor may take credit for DBEs utilized on this Contract only if the firm is certified for the Work
33 being performed, and the firm performs a commercially useful function (CUF).
34

35 Absent a mandatory goal, all DBE participation that is attained on this project will be considered as
36 "race neutral" participation and shall be reported as such.
37

38 **Crediting DBE Participation**

39 All DBE Subcontractors shall be certified before the subcontract on which they are participating is
40 executed.
41

42 Be advised that although a firm is listed in the directory, there are cases where the listed firm is in a
43 temporary suspension status. The Contractor shall review the OMWBE Suspended DBE Firms list. A
44 DBE firm that is included on this list may not enter into new contracts that count towards participation.
45

46 DBE participation is only credited upon payment to the DBE.
47

48 The following are some definitions of what may be counted as DBE participation.
49

50 **DBE Prime Contractor**

1 Only take credit for that portion of the total dollar value of the Contract equal to the distinct, clearly
2 defined portion of the Work that the DBE Prime Contractor performs with its own forces and is
3 certified to perform.
4

5 **DBE Subcontractor**

6 Only take credit for that portion of the total dollar value of the subcontract equal to the distinct,
7 clearly defined portion of the Work that the DBE performs with its own forces. The value of work
8 performed by the DBE includes the cost of supplies and materials purchased by the DBE and
9 equipment leased by the DBE, for its work on the contract. Supplies, materials or equipment
10 obtained by a DBE that are not utilized or incorporated in the contract work by the DBE will not
11 be eligible for DBE credit.
12

13 The supplies, materials, and equipment purchased or leased from the Contractor or its affiliate,
14 including any Contractor's resources available to DBE subcontractors at no cost, shall not be
15 credited.
16

17 DBE credit will not be given in instances where the equipment lease includes the operator. The
18 DBE is expected to operate the equipment used in the performance of its work under the contract
19 with its own forces. Situations where equipment is leased and used by the DBE, but payment is
20 deducted from the Contractor's payment to the DBE is not allowed.
21

22 If a DBE subcontracts a portion of the Work of its contract to another firm, the value of the
23 subcontracted Work may be credited only if the DBE's Lower-Tier Subcontractor is also a DBE.
24 Work subcontracted to a non-DBE shall not be credited.
25

26 Count expenditures toward race/gender-neutral participation only if the DBE is performing a CUF
27 on the contract.
28

29 **DBE Subcontract and Lower Tier Subcontract Documents**

30 There must be a subcontract agreement that complies with 49 CFR Part 26 and fully describes
31 the distinct elements of Work committed to be performed by the DBE. The subcontract agreement
32 shall incorporate requirements of the primary Contract. Subcontract agreements of all tiers,
33 including lease agreements shall be readily available at the project site for the Engineer review.
34

35 **DBE Service Provider**

36 The value of fees or commissions charged by a DBE Broker, a DBE behaving in a manner of a
37 Broker, or another service provider for providing a bona fide service, such as professional,
38 technical, consultant, managerial services, or for providing bonds or insurance specifically
39 required for the performance of the contract will only be credited as DBE participation, if the
40 fee/commission is determined by the Contracting Agency to be reasonable and the firm has
41 performed a CUF.
42

43 **Temporary Traffic Control**

44 If the DBE firm is being utilized in the capacity of only "Flagging", the DBE firm must provide a
45 Traffic Control Supervisor (TCS) and flagger, which are under the direct control of the DBE. The
46 DBE firm shall also provide all flagging equipment (e.g. paddles, hard hats, and vests).
47

48 If the DBE firm is being utilized in the capacity of "Traffic Control Services", the DBE firm must
49 provide a TCS, flaggers, and traffic control items (e.g., cones, barrels, signs, etc.) and be in total
50 control of all items in implementing the traffic control for the project. In addition, if the DBE firm

1 utilizes the Contractor's equipment, such as Transportable Attenuators and Portable Changeable
2 Message Signs (PCMS) no DBE credit can be taken for supplying and operating the items.
3

4 **Trucking**

5 DBE trucking firm participation may only be credited as DBE participation for the value of the
6 hauling services, not for the materials being hauled unless the trucking firm is also certified as a
7 supplier. In situations where the DBE's work is priced per ton, the value of the hauling service
8 must be calculated separately from the value of the materials in order to determine DBE credit for
9 hauling.

10 The DBE trucking firm must own and operate at least one licensed, insured and operational truck
11 on the contract. The truck must be of the type that is necessary to perform the hauling duties
12 required under the contract. The DBE receives credit for the value of the transportation services
13 it provides on the Contract using trucks it owns or leases, licenses, insures, and operates with
14 drivers it employs.
15

16 The DBE may lease additional trucks from another DBE firm. The Work that a DBE trucking firm
17 performs with trucks it leases from other certified DBE trucking firms qualify for 100% DBE credit.
18

19 The trucking Work subcontracted to any non-DBE trucking firm will not receive credit for Work
20 done on the project. The DBE may lease trucks from a non-DBE truck leasing company, but can
21 only receive credit as DBE participation if the DBE uses its own employees as drivers.
22

23 DBE credit for a truck broker is limited to the fee/commission that the DBE receives for arranging
24 transportation services.
25

26 Truck registration and lease agreements shall be readily available at the project site for the
27 Engineer review.
28

29 **DBE Manufacturer and DBE Regular Dealer**

30 One hundred percent (100%) of the cost of the manufactured product obtained from a DBE
31 Manufacturer can count as DBE participation.
32

33 Sixty percent (60%) of the cost of materials or supplies purchased from a DBE Regular Dealer
34 may be credited as DBE participation. If the role of the DBE Regular Dealer is determined to be
35 that of a pass-through, then no DBE credit will be given for its services. If the role of the DBE
36 Regular Dealer is determined to be that of a Broker, then DBE credit shall be limited to the fee or
37 commission it receives for its services. Regular Dealer status and the amount of credit is
38 determined on a Contract-by-Contract basis.
39

40 Regular Dealer DBE firms must be approved before being used on a project. The WSDOT
41 Approved Regular Dealer list published on WSDOT's Office of Equal Opportunity (OEO) web site
42 must include the specific project for which approval is being requested. The Regular Dealer must
43 submit the Regular Dealer Status Request form a minimum of five days prior to being utilized on
44 the specific project.
45

46 Purchase of materials or supplies from a DBE which is neither a manufacturer nor a regular dealer,
47 (i.e. Broker) only the fees or commissions charged for assistance in the procurement of the
48 materials and supplies, or fees or transportation charges for the delivery of materials or supplies
49 required on a job site, can count as DBE participation provided the fees are not excessive as
50 compared with fees customarily allowed for similar services. Documentation will be required to
51

1 support the fee/commission charged by the DBE. The cost of the materials and supplies
2 themselves cannot be counted toward as DBE participation.

3
4 Note: Requests to be listed as a Regular Dealer 2 will only be processed if the requesting firm
5 is a material supplier certified by the Office of Minority and Women's Business Enterprises
6 in a NAICS code that falls within the 42XXXX NAICS Wholesale code section.
7

8 **Procedures Between Award and Execution**

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

- 11
12 1. A list of all firms who submitted a bid or quote in attempt to participate in this project whether
13 they were successful or not. Include the business name and mailing address.
14

15 Note: The firms identified by the Contractor may be contacted by the Contracting Agency to
16 solicit general information as follows: age of the firm and average of its gross annual
17 receipts over the past three years.
18

19 **Procedures After Execution**

20 **Commercially Useful Function (CUF)**

21 The Contractor may only take credit for the payments made for Work performed by a DBE that is
22 determined to be performing a CUF. Payment must be commensurate with the work actually
23 performed by the DBE. This applies to all DBEs performing Work on a project, whether or not the
24 DBEs are COA, if the Contractor wants to receive credit for their participation. The Engineer will
25 conduct CUF reviews to ascertain whether DBEs are performing a CUF. A DBE performs a CUF
26 when it is carrying out its responsibilities of its contract by actually performing, managing, and
27 supervising the Work involved. The DBE must be responsible for negotiating price; determining
28 quality and quantity; ordering the material, installing (where applicable); and paying for the
29 material itself. If a DBE does not perform "all" of these functions on a furnish-and-install contract,
30 it has not performed a CUF and the cost of materials cannot be counted toward UDBE COA Goal.
31 Leasing of equipment from a leasing company is allowed. However, leasing/purchasing
32 equipment from the Contractor is not allowed. Lease agreements shall be readily available for
33 review by the Engineer.
34

35 In order for a DBE traffic control company to be considered to be performing a CUF, the DBE must
36 be in control of its work inclusive of supervision. The DBE shall employ a Traffic Control Supervisor
37 who is directly involved in the management and supervision of the traffic control employees and
38 services.
39

40 The DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction,
41 contract, or project through which the funds are passed in order to obtain the appearance of DBE
42 participation.
43

44 The following are some of the factors that the Engineer will use in determining whether a DBE
45 trucking company is performing a CUF:
46

- 47 • The DBE shall be responsible for the management and supervision of the entire trucking
48 operation for which it is responsible on the Contract. The owner demonstrates business
49 related knowledge, shows up on site and is determined to be actively running the
50 business.

- The DBE shall with its own workforce, operate at least one fully licensed, insured, and operational truck used on the Contract. The drivers of the trucks owned and leased by the DBE must be exclusively employed by the DBE and reflected on the DBE's payroll.
- Lease agreements for trucks shall indicate that the DBE has exclusive use of and control over the truck(s). This does not preclude the leased truck from working for others provided it is with the consent of the DBE and the lease provides the DBE absolute priority for use of the leased truck.
- Leased trucks shall display the name and identification number of the DBE.

Joint Checking

A joint check is a check between a Subcontractor and the Contractor to the supplier of materials/supplies. The check is issued by the Contractor as payer to the Subcontractor and the material supplier jointly for items to be incorporated into the project. The DBE must release the check to the supplier, while the Contractor acts solely as the guarantor.

A joint check agreement must be approved by the Engineer and requested by the DBE involved using the DBE Joint Check Request Form (form # 272-053) prior to its use. The form must accompany the DBE Joint Check Agreement between the parties involved, including the conditions of the arrangement and expected use of the joint checks.

The approval to use joint checks and the use will be closely monitored by the Engineer. To receive DBE credit for performing a CUF with respect to obtaining materials and supplies, a DBE must "be responsible for negotiating price, determining quality and quantity, ordering the material and installing and paying for the material itself." The Contractor shall submit DBE Joint Check Request Form for the Engineer approval prior to using a joint check.

Material costs paid by the Contractor directly to the material supplier is not allowed. If proper procedures are not followed or the Engineer determines that the arrangement results in lack of independence for the DBE involved, no DBE credit will be given for the DBE's participation as it relates to the material cost.

Prompt Payment

Prompt payment to all subcontractors shall be in accordance with Section 1-08.1. Prompt Payment requirements apply to progress payments as well as return of retainage.

Reporting

The Contractor and all subcontractors/suppliers/service providers that utilize DBEs to perform work on the project, shall maintain appropriate records that will enable the Engineer to verify DBE participation throughout the life of the project.

Refer to Section 1-08.1 for additional reporting requirements associated with this Contract.

Decertification

When a DBE is "decertified" from the DBE program during the course of the Contract, the participation of that DBE shall continue to count as DBE participation as long as the subcontract with the DBE was executed prior to the decertification notice. The Contractor is obligated to substitute when a DBE does not have an executed subcontract agreement at the time of decertification.

Consequences of Non-Compliance

1 Each contract with a Contractor (and each subcontract the Contractor signs with a Subcontractor)
2 must include the following assurance clause:

3
4 The Contractor, subrecipient, or Subcontractor shall not discriminate on the basis of race, color,
5 national origin, or sex in the performance of this contract. The Contractor shall carry out applicable
6 requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts.
7 Failure by the Contractor to carry out these requirements is a material breach of this contract,
8 which may result in the termination of this contract or such other remedy as the recipient deems
9 appropriate, which may include, but is not limited to:

- 10 (1) Withholding monthly progress payments;
- 11 (2) Assessing sanctions;
- 12 (3) Liquidated damages; and/or
- 13 (4) Disqualifying the Contractor from future bidding as non-responsible.

14
15
16 **Payment**

17 Compensation for all costs involved with complying with the conditions of this Specification and
18 any other associated DBE requirements is included in payment for the associated Contract items
19 of Work, except otherwise provided in the Specifications.

20
21 *(June 1, 2017 WSDOT GSP)*

22 **Small Business Enterprise Participation**

23 The Small Business Enterprise (SBE) Program is an element of the Disadvantaged Business
24 Enterprise (DBE) Program in accordance with the requirements of 49 CFR Part 26.39. As such, the
25 requirements of this contract establish affirmative efforts to utilize SBE certified firms on construction
26 projects. No preference will be included in the evaluation of Bids/Proposals. No minimum level of SBE
27 participation shall be required as a Condition of Award and Bids/Proposals may not be rejected or
28 considered non-responsive on that basis.

29
30 **Voluntary SBE Goals**

31 A voluntary goal amount of ten percent of the Contract bid amount is established.

32
33 The goal is voluntary, but achievement of the goal is encouraged. No preference will be included
34 in the evaluation of bids/proposals. Bidders may contact the Washington State Office of Minority
35 and Women's Business Enterprises (OMWBE) at 360-664-9750 or visit www.omwbe.wa.gov to
36 obtain information on certified SBE firms.

37
38 **Required SBE Participation Plan**

39 The Contractor shall submit a SBE Participation Plan prior to commencing contract work. Although
40 the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are
41 not.

42
43 For SBE Participation Plan Drafting Guidelines, please visit:

44
45 www.wsdot.wa.gov/equalopportunity

46
47
48 **Prompt Payment**

49 Prompt payment to all subcontractors shall be in accordance with Section 1-08.1. Prompt
50 payment requirements apply to progress payments as well as return of retainage.
51

1 **Required SBE Reporting**

2 The Contractor and all subcontractors/suppliers/service providers that utilize DBEs to perform
3 work on the project, shall maintain appropriate records that will enable the Engineer to verify DBE
4 participation throughout the life of the project.

5
6 Refer to Section 1-08.1 for additional reporting requirements associated with this contract.

7
8
9 **Definitions**

10 Regardless of race or gender, a SBE is one certified by OMWBE as such, where the firm's:

- 11 • Three year averaged gross receipts are less than \$22.41 million dollars, with smaller
12 industry standards applicable
- 13 • Is at least 51% owned and controlled by an individual or individuals with a personal net
14 worth less than \$1.32 million dollars
- 15 • A Micro Small Business Enterprise is a firm certified as an SBE with average gross receipts
16 for three years less than one million dollars
- 17 • A Micro Small Business Enterprise is a firm certified as an SBE with average gross receipts
18 for three years less than one million dollars
- 19 • A Micro Small Business Enterprise is a firm certified as an SBE with average gross receipts
20 for three years less than one million dollars

21 **1-07.12 Federal Agency Inspection**

22 *(January 25, 2016 WSDOT GSP)*

23 Section 1-07.12 is supplemented with the following:

24
25 ***Required Federal Aid Provisions***

26 The Contract Provisions for Non-Federal Entity Contracts Under Federal Awards supersede any
27 conflicting provisions of the Standard Specifications and are made a part of this contract; provided
28 however, that if any of these contract provisions are less restrictive than Washington State Law, then
29 the Washington State Law shall prevail.

30
31 The Contractor shall insert these provisions in each Subcontract. Also, a clause shall be included in
32 each Subcontract requiring the Subcontractors to insert the provisions in any lower tier Subcontracts.

33
34
35
36 **1-07.17 Utilities and Similar Facilities**

37
38 Section 1-07.17 is supplemented with the following:

39
40 *(April 2, 2007)*

41 Locations and dimensions shown in the Plans for existing facilities are in accordance with available
42 information obtained without uncovering, measuring, or other verification. Facilities may exist which
43 are not shown in the Plans.

44
45 Public and private utilities, or their Contractors, will furnish all work necessary to adjust, relocate,
46 replace, or construct their facilities unless otherwise provided for in the Plans or these Special
47 Provisions. Such adjustment, relocation, replacement, or construction will be done during the
48 prosecution of the work for this project. It is anticipated that utility adjustment, relocation, replacement
49 or construction within the project limits will be completed as follows:

1 (*****)

2 The County shall be responsible for coordinating utility re-location with affected utilities. The
3 Contractor shall attend a mandatory utility preconstruction meeting with the Engineer, all affected
4 Subcontractors, and all utility owners and their Contractors prior to beginning onsite work.

5
6 The contractor must work with utilities to replace in kind, or temporarily relocate, all utilities disturbed
7 from construction activities.

8
9 The following addresses and telephone numbers of utility companies or their Contractors that will
10 be adjusting, relocating, replacing or constructing utilities within the project limits are supplied for
11 the Contractor's convenience:

12
13 (*****)

- 14 1. OPALCO (Orcas Power and Light Company)
15 Electric, Fiber Optic
16 Main Phone: (360) 376-3500
17 Dan Vekved, Desk: (360) 376-3591
18
- 19 2. Rock Island Communications
20 Fiber Optic
21 Main Phone: (360) 378-5884
22 Alan Smith, Mobile: (360) 622-6232
23
- 24 3. Century Link
25 Fiber Optic, Telecommunications
26 Main Phone: (888) 723-8010
27 Scott Coffinger, Office: (360) 647-4484
28

29 **1-08 PROSECUTION AND PROGRESS**

30
31 *(May 25, 2006 APWA GSP)*
32 Add the following new section:

33 34 **1-08.0 Preliminary Matters**

35
36 *(October 10, 2008 APWA GSP)*
37 Add the following new section:

38 39 **1-08.0(1) Preconstruction Conference**

40
41 Prior to the Contractor beginning the work, a preconstruction conference will be held between the
42 Contractor, the Engineer and such other interested parties as may be invited. The purpose of the
43 preconstruction conference will be:

- 44 1. To review the initial progress schedule;
- 45 2. To establish a working understanding among the various parties associated or affected by the
46 work;
- 47 3. To establish and review procedures for progress payment, notifications, approvals, submittals,
48 etc.;
- 49 4. To establish normal working hours for the work;
- 50 5. To review safety standards and traffic control; and

1 6. To discuss such other related items as may be pertinent to the work.
2

3 The Contractor shall prepare and submit at the preconstruction conference the following:

- 4 1. A breakdown of all lump sum items;
 - 5 2. A preliminary schedule of working drawing submittals; and
 - 6 3. A list of material sources for approval if applicable.
- 7

8 *(December 8, 2014 APWA GSP)*

9 Add the following new section:

10
11 **1-08.0(2) Hours of Work**

12
13 Except in the case of emergency or unless otherwise approved by the Engineer, the normal working
14 hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m.
15 Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal
16 working hours stated above, the request must be submitted in writing prior to the preconstruction
17 conference, subject to the provisions below. The working hours for the Contract shall be established
18 at or prior to the preconstruction conference.

19
20 All working hours and days are also subject to local permit and ordinance conditions (such as noise
21 ordinances).

22
23 If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a
24 written request to the Engineer for consideration. This request shall state what hours are being
25 requested, and why. Requests shall be submitted for review no later than noon on the working day
26 prior to the day(s) the Contractor is requesting to change the hours.

27
28 If the Contracting Agency approves such a deviation, such approval may be subject to certain other
29 conditions, which will be detailed in writing. For example:

- 30 1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency
31 for the costs in excess of straight-time costs for Contracting Agency representatives who
32 worked during such times. (The Engineer may require designated representatives to be
33 present during the work. Representatives who may be deemed necessary by the Engineer
34 include, but are not limited to: survey crews; personnel from the Contracting Agency's
35 material testing lab; inspectors; and other Contracting Agency employees or third party
36 consultants when, in the opinion of the Engineer, such work necessitates their presence.)
 - 37 2. Considering the work performed on Saturdays, Sundays, and holidays as working days
38 with regard to the contract time.
 - 39 3. Considering multiple work shifts as multiple working days with respect to contract time
40 even though the multiple shifts occur in a single 24-hour period.
 - 41 4. If a 4-10 work schedule is requested and approved the non working day for the week will
42 be charged as a working day.
 - 43 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and
44 recorded properly on certified payroll
- 45

46 **1-08.1 Subcontracting**

47
48 *(May 30, 2019 APWA GSP, Option A)*

49 Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the
50 Engineer a certification (WSDOT Form 420-004) that a written agreement between the Contractor and
51 the subcontractor or between the subcontractor and any lower tier subcontractor has been executed.

1 This certification shall also guarantee that these subcontract agreements include all the documents
2 required by the Special Provision Federal Agency Inspection.

3
4 A Subcontractor or lower tier Subcontractor will not be permitted to perform any work under the contract
5 until the following documents have been completed and submitted to the Engineer:

- 6
- 7 1. Request to Sublet Work (WSDOT Form 421-012), and
- 8 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid
9 Projects (WSDOT Form 420-004).

10
11 The ninth paragraph, beginning with “On all projects, ...” is revised to read:

12
13 The Contractor shall certify to the actual amount received from the Contracting Agency and amounts
14 paid to all firms that were used as Subcontractors, lower tier subcontractors, manufacturers, regular
15 dealers, or service providers on the Contract. This includes all Disadvantaged, Minority, Small,
16 Veteran or Women’s Business Enterprise firms. This Certification shall be submitted to the Engineer
17 on a monthly basis each month between Execution of the Contract and Physical Completion of the
18 Contract using the application available at: <https://wsdot.diversitycompliance.com>. A monthly report
19 shall be submitted for every month between Execution of the Contract and Physical Completion
20 regardless of whether payments were made or work occurred.

21
22 **1-08.3 Progress Schedule**

23
24 **1-08.3(2)A Type A Progress Schedule**

25
26 *(March 13, 2012 APWA GSP)*

27 Revise this section to read:

28
29 The Contractor shall submit *** 2 *** copies of a Type A Progress Schedule no later than at the
30 preconstruction conference, or some other mutually agreed upon submittal time. The schedule may
31 be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless
32 of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type
33 A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of
34 receiving the submittal.

35
36 **1-08.4 Prosecution of Work**

37
38 Delete this section and replace it with the following:

39
40 *(July 23, 2015 APWA GSP)*

41 **1-08.4 Notice to Proceed and Prosecution of Work**

42
43 Notice to Proceed will be given after the contract has been executed and the contract bond and
44 evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall
45 not commence with the work until the Notice to Proceed has been given by the Engineer. The
46 Contractor shall commence construction activities on the project site within ten days of the Notice to
47 Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work
48 to the physical completion date within the time specified in the contract. Voluntary shutdown or
49 slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to
50 complete the work within the time(s) specified in the contract.

1 When shown in the Plans, the first order of work shall be the installation of high visibility fencing to
2 delineate all areas for protection or restoration, as described in the Contract. Installation of high
3 visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and
4 traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor
5 shall request the Engineer to inspect the fence. No other work shall be performed on the site until the
6 Contracting Agency has accepted the installation of high visibility fencing, as described in the
7 Contract.
8

9 **1-08.5 Time for Completion**

10
11 *(November 30, 2018 APWA GSP, Option A)*

12 Revise the third and fourth paragraphs to read:

13
14 Contract time shall begin on the first working day following the Notice to Proceed Date.
15

16 Each working day shall be charged to the contract as it occurs, until the contract work is physically
17 complete. If substantial completion has been granted and all the authorized working days have been
18 used, charging of working days will cease. Each week the Engineer will provide the Contractor a
19 statement that shows the number of working days: (1) charged to the contract the week before; (2)
20 specified for the physical completion of the contract; and (3) remaining for the physical completion of
21 the contract. The statement will also show the nonworking days and any partial or whole day the
22 Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the
23 Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the
24 Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and
25 amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be
26 deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours
27 a day and 4 days a week (a 4-10 24 schedule) and the fifth day of the week in which a 4-10 shift is
28 worked would ordinarily be 25 charged as a working day then the fifth day of that week will be charged
29 as a working day whether or not the Contractor works on that day.
30

31 Revise the sixth paragraph to read:

32
33 The Engineer will give the Contractor written notice of the completion date of the contract after all the
34 Contractor's obligations under the contract have been performed by the Contractor. The following
35 events must occur before the Completion Date can be established:

- 36 1. The physical work on the project must be complete; and
- 37 2. The Contractor must furnish all documentation required by the contract and required by
38 law, to allow the Contracting Agency to process final acceptance of the contract. The
39 following documents must be received by the Project Engineer prior to establishing a
40 completion date:
 - 41 a. Certified Payrolls (per Section 1-07.9(5)).
 - 42 b. Material Acceptance Certification Documents
 - 43 c. Monthly Reports of Amounts Credited as DBE Participation, as required by the
44 Contract Provisions.
 - 45 d. Final Contract Voucher Certification
 - 46 e. Copies of the approved "Affidavit of Prevailing 1 Wages Paid" for the Contractor and
47 all Subcontractors
 - 48 f. A copy of the Notice of Termination sent to the Washington State Department of
49 Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the
50 Notice of Termination by Ecology; and no rejection of the Notice of Termination by

1 Ecology. This requirement will not apply if the Construction Stormwater General Permit
2 is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
3 g. Property owner releases per Section 1-07.24
4

5 *(March 13, 1995 WSDOT GSP)*

6 Section 1-08.5 is supplemented with the following:
7

8 This project shall be physically completed within *** **45** *** working days.
9

10 **1-08.9 Liquidated Damages**

11 *(August 14, 2013 APWA GSP)*

12 Revise the fourth paragraph to read:
13
14

15 When the Contract Work has progressed to Substantial Completion as defined in the Contract, the
16 Engineer may determine that the work is Substantially Complete. The Engineer will notify the
17 Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after
18 the date so established, the formula for liquidated damages shown above will not apply. For overruns
19 in Contract time occurring after the Substantial Completion Date, liquidated damages shall be
20 assessed on the basis of direct engineering and related costs assignable to the project until the actual
21 Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work
22 as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written
23 schedule for completing the physical Work on the Contract.
24
25

1 **1-09 MEASUREMENT AND PAYMENT**

2
3 **1-09.2 Weighing Equipment**

4
5 **1-09.2(1) General Requirements for Weighing Equipment**

6
7 *(July 23, 2015 APWA GSP, Option 2)*

8 Revise item 4 of the fifth paragraph to read:

- 9
10 4. Test results and scale weight records for each day’s hauling operations are provided to the
11 Engineer daily. Reporting shall utilize WSDOT form 422-027, Scaleman’s Daily Report,
12 unless the printed ticket contains the same information that is on the Scaleman’s Daily
13 Report Form. The scale operator must provide AM and/or PM tare weights for each truck
14 on the printed ticket.

15
16 **1-09.2(5) Measurement**

17
18 *(May 2, 2017 APWA GSP)*

19 Revise the first paragraph to read:

20
21 **Scale Verification Checks** – At the Engineer’s discretion, the Engineer may perform verification
22 checks on the accuracy of each batch, hopper, or platform scale used in weighing contract items of
23 Work.

24
25 **1-09.6 Force Account**

26
27 *(October 10, 2008 APWA GSP)*

28 Supplement this section with the following:

29
30 The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to
31 be paid per force account, only to provide a common proposal for Bidders. All such dollar amounts
32 are to become a part of Contractor's total bid. However, the Contracting Agency does not warrant
33 expressly or by implication that the actual amount of work will correspond with those estimates.
34 Payment will be made on the basis of the amount of work actually authorized by Engineer.

35
36 **1-09.9(1) Retainage**

37
38 *(June 27, 2011 WSDOT GSP)*

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

40
41 Vacant

42
43 **1-09.11(3) Time Limitation and Jurisdiction**

44
45 *(November 30, 2018 APWA GSP)*

46 Revise this section to read:

47
48 For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims
49 or causes of action which the Contractor has against the Contracting Agency arising from the Contract
50 shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the
51 Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action

1 shall be brought only in the Superior Court of the county where the Contracting Agency headquarters
2 is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control
3 venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit
4 within the time period provided, shall be a complete bar to any such claims or causes of action. It is
5 further mutually agreed by the parties that when any claims or causes of action which the Contractor
6 asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency
7 or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any
8 records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.
9

10 **1-09.13(3)A Administration of Arbitration**

11 *(November 30, 2018 APWA GSP)*

12 Revise the third paragraph to read:

13
14
15 The Contracting Agency and the Contractor mutually agree to be bound by the decision of the
16 arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior
17 Court of the county in which the Contracting Agency's headquarters is located, provided that where
18 claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and
19 jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision
20 shall be in writing. The arbitrator shall use the Contract as a basis for decisions.
21
22
23

1 **1-10 TEMPORARY TRAFFIC CONTROL**

2
3 **1-10.2 Traffic Control Management**

4
5 *(January 3, 2017 WSDOT GSP)*

6 Section 1-10.2(1) is supplemented with the following:

7
8 Only training with WSDOT TCS card and WSDOT training curriculum is recognized in 9 the State of
9 Washington. The Traffic Control Supervisor shall be certified by one of the following:

10
11 The Northwest Laborers-Employers Training Trust
12 27055 Ohio Ave.
13 Kingston, WA 98346
14 (360) 297-3035

15
16 Evergreen Safety Council
17 12545 135th Ave. NE
18 Kirkland, WA 98034-8709
19 1-800-521-0778

20
21 The American Traffic Safety Services Association
22 15 Riverside Parkway, Suite 100
23 Fredericksburg, Virginia 22406-1022
24 Training Dept. Toll Free (877) 642-4637
25 Phone: (540) 368-1701

26
27 Section 1-10.2(2) is supplemented with the following:

28
29 *(*****)*

30 These contract plans contain Contract Agency prepared traffic control plans. Prior to conducting work
31 which requires traffic control, the Contractor shall submit Type 2 Working Drawings consisting of the
32 Contractor’s plan for traffic control if they intend to modify the plan proposed by the Contract Agency.
33 The revised plan must be approved by the Contracting Agency prior to use. The Contracting Agency
34 will review and return these plans in two working days. At a minimum, the Contractor shall accept the
35 Contract Agency traffic control plan or submit traffic control plans for work at the following locations:

- 36
37 1. Killebrew Lake Road between stations 0+00 and 2+00 as shown on these plans.

38
39 The Contractor will be permitted to close the road to traffic for the entirety of construction. Contractor
40 shall coordinate with the County for road closures.

DIVISION 2 EARTHWORK

2-01 Clearing, Grubbing, and Roadside Cleanup

2-01.1 Description

Section 2-01.1 is supplemented with the following:

(*****)

Clearing and grubbing on this project shall be performed as follows:

Clear and grub as required for construction of the culvert and stream alignment. Remove trees as shown on plans. Trees noted on the plans to be reused as habitat logs are to be stumped at 12 inches, without compromising the root wad, and stockpiled on-site. Trees noted on the plans to be reused as large woody debris are to stockpiled on-site, root wad intact.

The area to be cleared and grubbed shall not extend beyond the area shown in the plans. The Contractor shall coordinate with the Engineer to protect and leave in place those trees, existing wetlands, stream bed, or items specifically identified in the plans to be saved. Where required, the Contractor shall flag those trees or vegetation to identify their need to be saved.

If the Contractor removes or damages anything not designated for removal because of any act, omission, neglect or misconduct in the execution of the work, such items shall be restored or replaced in kind by the Contractor to a condition similar or equal to that existing before such damage or removal occurred.

2-01.2 Disposal of Usable Material and Debris

2-01.2(1) Disposal Method No. 1 – Open Burning

Section 2-01.2(1) is supplemented with the following:

(*****)

On-site burning is not permitted.

2-02 Removal of Structures and Obstructions

2-02.1 Description

Section 2-02.1 is supplemented with the following:

(*****)

Work shall include the following items as shown in the Plans in the following approximate quantities under the lump sum pay item "Removal of Structure and Obstruction":

- A. Pulverize and stockpile for incorporation into embankment approximately 270 square yards of BST (Chip Seal) pavement along Killebrew Lake Road from STA 0+50 – STA 1+60 at approx. 6 inches depth.

- 1 B. Removal and salvage of one existing 66-linear foot 24 inch diameter corrugated polyethylene pipe
2 (CPP) culvert. This CPP culvert shall be salvaged in working conditions without damage from
3 earthwork activities and procured for San Juan County.
4
5 C. Removal and disposal of one existing assumed to be 66-linear foot 24 inch diameter corrugated
6 metal pipe (CMP).
7
8 D. Removal and disposal offsite of two live Alder trees, 18" and 28" diameter, including rootwads.
9

10 **2-09 STRUCTURE EXCAVATION**

11 **2-09.1 Description**

12 Section 2-09.1 is supplemented with the following:
13

14 (*****)
15

16 This Contract makes no distinction between Roadway Excavation described in 2-03.1 and
17 Structure Excavation described in 2-09.1. The plan quantity, measurement, and payment for
18 'Structure Excavation Class A Including Haul' includes all Contract work that would have
19 otherwise been measured and paid for under 'Roadway Excavation Inc. Haul', as well work
20 performed per section 6-20.3(9)
21

22 Any additional structure excavation beyond the limits identified in the plans, or trench
23 shoring/protective systems as necessary for protection of existing utilities and/or to facilitate
24 completion of the work for the reinforced concrete split box culvert structure is the sole
25 responsibility of the Contractor, including engineering design, and shall be considered included
26 in the prices paid for Shoring or Extra Excavation Class A. Excavation and haul of roadway
27 embankment, and placement and compaction of embankment backfill to finish grade limits
28 shall also be considered included in the prices paid for Shoring or Extra Excavation Class A.
29 The Contractor's attention is directed to the applicable provisions of Section 2-09, "Structure
30 Excavation" of the WSDOT Standard Specifications.
31

32 The following earthwork and material volume estimates are based on the Plans up to the
33 identified pay limits. Total volumes may be subject to change based on the Contractor's means
34 and methods (volumes are approximate):
35

36 **Excavation**

- 37 • Structure excavation for "Precast Concrete Split Box Culvert" Installation: 940 CY
38

39 **Fill**

- 40 • Imported Gravel Borrow Backfill: 425 CY
- 41 • Imported Gravel Backfill for Walls: 90 CY
- 42 • Imported Quarry Spalls: 90 CY (160 Tons)
- 43 • Crushed Surfacing Base Course Levelling Pad: 25 CY (50 Tons)
44

45 **2-09.3 Construction Requirements**

46 **2-09.3(1)E Backfilling**

47 Section 2-09.3(1)E is supplemented with the following:
48
49
50

1
2 The Contractor shall backfill the road and structure with material that meets material standards for
3 Gravel Borrow and Gravel Backfill for Walls in the standard specifications (9-03.14(1)) and 9-
4 03.12(2), respectively) **and** as shown on the Plans. Construction of the roadway, including the
5 addition of crushed surfacing base course and surface treatments will be measured and paid
6 separately.

7
8 **2-09.3(3)B Excavation Using Open Pits – Extra Excavation**

9
10 Section 2-09.3(3)B is supplemented with the following:

11
12 Existing material excavated utilizing extra excavation without shoring or cofferdams shall be
13 hauled offsite. The contractor shall backfill the road to the finish grade limits shown on the plans
14 with material that meets material standards for Gravel Borrow in the standard specifications (9-
15 03.14(1) and compact in accordance with SS 2-03.3(14) C, Method C. Construction of the roadway,
16 including placement and compaction of crushed surfacing base course and surface treatments will
17 be measured and paid separately. In locations where fill is required over existing embankment
18 material to meet finish grade, backfilling of road embankment shall follow the requirements for Fill
19 Slope shown in the plans.

20
21 **2-09.3(3)D Shoring and Cofferdams**

22
23 Section 2-09.3(3)D is supplemented with the following:

24
25 If the contractor utilizes shoring, the contractor shall backfill the road to the finish grade limits for
26 roadway embankment widening shown on the plans with material that meets material standards
27 for Gravel Borrow in the standard specifications (9-03.14(1) and compact in accordance with SS 2-
28 03.3(14) C, Method C. Fill and compaction for roadway embankment widening shall follow the
29 requirements for Fill Slope shown in the plans. Construction of the roadway surface, including
30 placement and compaction of crushed surfacing base course and surface treatments will be
31 measured and paid separately.

32
33 **2-09.4 Measurement**

34
35 (*****)

36 'Structure Excavation Class A Including Haul' measured per cubic yard (CY)

37 'Shoring or Extra Excavation Class A' measured per lump sum (LS)

38 'Gravel Borrow' measured per cubic yard (CY)

39 'Gravel Backfill for Walls' measured per cubic yard (CY)

40 'Quarry Spalls' measured per ton (TN)

41
42 **2-09.5 Payment**

43
44 (*****)

45 'Structure Excavation Class A Including Haul', per cubic yard.

46 'Shoring or Extra Excavation Class A', lump sum.

47
48 When extra excavation is used in lieu of constructing the shoring, cofferdam or caisson, the
49 lump sum Contract price shall be full pay for all excavation, haul, backfill, compaction, and
50 other Work required to reconstruct roadway embankment to finish grade extents, elevations
51 and contours as shown on the plans.

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If the contractor utilizes shoring, the lump sum Contract price shall be full pay for design, installation, and removal of shoring system; and all excavation, haul, backfill, compaction, and other Work required to widen roadway embankment to finish grade extents, elevations and contours as shown on the plans.

- 'Gravel Backfill', per cubic yard.
- 'Gravel Backfill for Walls', per cubic yard.
- 'Quarry Spalls', per ton.

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**DIVISION 6
STRUCTURES**

6-20 BURIED STRUCTURES

6-20.1 Description

Section 6-20.1 is supplemented with the following:

(*****)

This Work shall include the installation of one precast concrete four-sided split box culvert per the dimensions and locations shown on the plans.

6-20.3(1)H Concrete Structures

Section 6-20.3(1)H is amended to include the following.

Culvert shall be a 4-sided pre-cast split box culvert meeting the following specifications:

| | |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Inside Dimensions | 12' X 9' (W x H) |
| Sidewall Length | 62'-8" |
| Skew angle | 0° (measured from perpendicular to culvert centerline, see Plans) |
| Depth of Cover | 10' |
| Foundation Bearing Resistance | Nominal (unfactored) Bearing Resistance: 3,000 psf Service Limit State Bearing Resistance: 500 psf Refer to Geotechnical Report for further details |

Recommended Product:

Oldcastle Infrastructure
Auburn, WA
Model: 12' X 9' Split Box Culvert

(*****)

6-20.3(6) Bedding and Foundations

Section 6-20.3(6) is supplemented with the following.

Structure bedding under the new culvert bottom shall consist of a crushed rock leveling pad (6-inch-thick minimum) meeting the requirements for Crushed Surfacing Base Course (CSBC) (SS 9-03.9(3)), over 24 inches of quarry spalls (SS 9-13.1(5)), and as shown in the plans. Both layers shall be compacted in 6" lifts.

1 Excavation volumes for the culvert bedding material are included in structure excavation volume
2 estimates in Section 2-09. The following volumes are the minimum estimated to be required for
3 the culvert bedding within the limits identified in the plans:
4

- 5 • Imported Backfill – Quarry Spalls: 90 CY (160 TN)
 - 6 • Imported Backfill – Crushed Surfacing Base Course: 25 CY (50 TN)
- 7

8 **6-20.4 Measurement**

9
10 'Precast Concrete Split Box Culvert" per lump sum.
11

12 **6-20.5 Payment**

13
14 Section 6-20.5 is supplemented with the following:
15

16 (*****)

17 "Precast Concrete Split Box Culvert", per lump sum. The lump sum Contract price for "Precast Concrete
18 Split Box Culvert" shall be full payment to perform the Work as specified in Section 6-20.3 and shall
19 include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for
20 performing all the work involved in constructing the precast concrete split box culvert structure, complete
21 in place, including but not limited to concrete, reinforcement steel, forms, curing, finishing, precast
22 elements, mortar, grout, joint sealants, compaction, transport, and disposal of excess materials and waste
23 debris as shown on the Plans, as specified in these specifications, the WSDOT Standard Plans and
24 Specifications, and as directed by the Engineer, and no additional compensation will be allowed.
25

26 Full compensation for all labor, material, tools, equipment, and incidentals necessary to perform specified
27 design tasks, furnish shop drawings and other specified submittal information, perform any conformance
28 testing, provide temporary closure and protection of upstream inlet opening, construct temporary roadway
29 patch, provide temporary soil stabilization and BMPs, provide the requested markings for any precast
30 elements, and conform to all other applicable provisions as identified in this section or as required in the
31 WSDOT Standard Plans and Specifications, and as directed by the Engineer shall be considered as
32 included in the contract lump sum price paid for "Precast Concrete Split Box Culvert" and no additional
33 compensation will be allowed.
34

35 The approximate quantities of materials and work for the lump sum item "Precast Concrete Split Box
36 Culvert" may be provided in the Contract documents. If so, the quantities listed are only for the
37 convenience of the Contractor in determining the volume of work involved and are not guaranteed to be
38 accurate. Quantities may vary depending on the Contractor's Work methods, order of work, suitability of
39 excavated materials, and structure dimensions. The prospective bidders shall verify these quantities
40 before submitting a bid. No adjustments other than for accepted changes will be made in the lump sum
41 Contract price for "Precast Concrete Split Box Culvert" even though the actual quantities required may
42 deviate from those listed.
43

1 **DIVISION 8**
2 **MISCELLANEOUS CONSTRUCTION**

3
4 **8-01 Erosion Control and Water Pollution Control**

5
6 **8-01.1 Description**

7
8 Section 8-01.1 is supplemented with the following:

9
10 (*****)

11 This Work shall include the construction of a stream diversion system to dewater Bayhead Creek and
12 installation of biodegradable erosion control blankets on disturbed slopes. Work shall also include soil
13 preparation, seeding by hand, and application of mulch. Planting of trees and shrubs shown in the
14 plans will be completed by San Juan County and is not part of this contract.

15
16 **8-01.2 Materials**

17
18 Section 8-01.2 is supplemented with the following:

19
20 (*****)

21 The stream diversion system is to be installed in accordance with Sheet 4 of the Plans,
22 titled Stream Bypass, Erosion and Sediment Control. Materials for the stream diversion system are
23 listed on the same sheet. The Contractor is to ensure the pump is of appropriate size to perform the
24 required Work.

25
26 The temporary stream bypass system shall include, at a minimum, cofferdam, a bypass
27 pipe, a submersible pump and scour protection at the discharge from the bypass pipe back into the
28 channel at the downstream end of the project. The temporary bypass system shall be designed and
29 constructed to convey the flows during the in-water portion of the project; estimated to be 1-cfs.

30
31 Biodegradable Erosion Control Blanket is to be designed for at least 12 month use and
32 1V:1H slopes. The product must be made of decomposable materials and may not
33 contain plastic or nylon.

34
35 Seeding by hand shall utilize the 'Riparian Seed Mix' or 'Upland Seed Mix' specified in 9-14.3.

36
37 Mulch shall meet requirements specified in 9-14.5.

38
39 **8-01.3 Construction Requirements**

40
41 Section 8-01.3(2)B is supplemented with the following:

42
43 (*****)

44 When seed application is identified as "Seeding by Hand and Mulching", hand broadcast and lightly
45 press or tamp seeds into soil to ensure good seed/soil contact while also maintaining exposure of
46 seeds to light. Broadcasted seed should be distributed uniformly, the contractor shall use a cutting
47 agent (i.e. rice husks or granular vermiculite) to ensure seeds are distributed evenly. Seeding shall
48 not be done during windy weather or when the ground is frozen, excessively wet, or otherwise not
49 conducive to placing seed per these special provisions.

1
2 Disturbed native slopes are to be seeded by hand prior to the installation of the biodegradable erosion
3 control blanket with the “Upland or Riparian Seed Mix” as listed in 9-14.3. The application locations
4 of these seed mixes are identified in the Plans.
5

6 After or during seed application the contractor shall apply a thin layer of mulch on the soil surface. If
7 seed is applied through hydroseeding techniques the contractor may apply HECF mulch per 9-
8 14.5(2). If seed is applied by hand the contractor must apply a 2” thick layer of straw mulch. Mulch
9 application is incidental to seeding.

10
11 (*****)

12 Supplement section 8-01.3(10) with the following:

13
14 Sand bags used for temporary check dams may be filled with streambed spoils. Streambed spoils
15 shall be dry and not be from submerged areas.
16

17 Check dam shall be stacked high enough to prevent water from entering work zone. Install plastic
18 lining over sand bags to prevent water seepage.
19

20 Prior to any instream work and installation of the temporary stream diversion San Juan County shall
21 ensure that fish have been captured and removed from the work site per WDFW recommended fish
22 exclusion, capture, handling, and electroshocking protocols and standards. Fish nets shall be used
23 upstream of the bypass pipe intake and downstream of the bypass discharge energy dissipater to
24 prevent fish from entering the bypass pipe intake or moving upstream into the project area.
25

26 If the fish exclusion nets are breached and any water enters the site from upstream (due to pump
27 failures, large storm flows or other causes), the project activities shall be halted until fish are excluded
28 from the project area again. Once fish are removed from the site, the site can be dewatered and
29 construction resumed following review and approval by the engineer.
30

31 The contractor is responsible for determining suitable flows and sizing the bypass pump and/or
32 bypass pipe. The stream diversion system is to be completely removed when no longer necessary.
33

34 When check dams are no longer required the contents may be reused for filling the old creek channel,
35 only if dry conditions persist. No material shall be placed in stream when flowing water is present.
36

37 Section 8-01.3(3) is supplemented with the following:

38
39 (*****)

40 Biodegradable Erosion Control Blanket product is to be designed for at least 12 month use and 1V:1H
41 slopes. The product must be composed of decomposable materials and may not contain plastic or
42 nylon.
43

44 **8-01.4 Measurement**

45
46 Section 8-01.4 is supplemented with the following:

47
48 (*****)

49 “Stream Diversion Plan” will be measured as lump sum.

50 “Seeding by Hand and Mulching” will be measured per lump sum. Mulching is incidental to seeding
51 by hand.

1
2 **8-01.5 Payment**

3
4 Section 8-01.5 is supplemented with the following:

5
6 (*****)

7 “Stream Diversion Plan” per Lump Sum. The Contract unit price for “Stream Diversion Plan” shall be
8 full pay for all labor, tools, equipment, and materials required for installation and maintenance of the
9 stream diversion system in accordance with the Plans and these Specifications.

10
11 “Seeding by Hand and Mulching” per lump sum.
12

13 **8-02 ROADSIDE RESTORATION**

14
15 **8-02.3 Construction Requirements**

16
17 **8-02.3(4)A Topsoil Type A**

18
19 Section 8-02.3(4)A is supplemented with the following:

20
21 (*****)

22 Topsoil A shall consist of a uniform blend composed by volume of 70 to 80 percent Topsoil Type C
23 and 20 to 30 percent compost. Compost shall meet the requirements of Section 9-14.4(8). One
24 hundred percent (100%) of this mixture shall pass through a one (1) inch sieve.
25

26 Topsoil Type A shall be applied to proposed planting areas if a sufficient quantity of Topsoil Type B
27 cannot be procured from the project site to cover the entirety of excavated areas to a depth of 6”.
28

29 **8-02.3(4)B Construction Requirements**

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

31
32 (*****)

33 Topsoil Type B shall be salvaged from the top 8 inches of any exposed soil, or to a depth where soil
34 organic matter decreases as indicated by a change in soil color. The area of salvage must be within
35 the grading limits but outside of the existing roadway and stream bed. Salvaged topsoil shall not
36 contain imported fill material, gravel, or other anthropogenic materials. Its use must be approved by
37 the engineer prior to salvage.
38

39 **8-02.4 Measurement**

40
41 Section 8-02.4 is supplemented with the following:

42
43 (*****)

44 “Topsoil Type A” shall be measured per cubic yard.

45 “Topsoil Type B” shall be measured per square yard at a depth of 6-inches.
46

47 **8-02.5 Payment**

48
49 Section 8-02.5 is supplemented with the following:

1
2 (*****)
3 "Topsoil Type A" per cubic yard.
4 "Topsoil Type B" per square yard at a depth of 6-inches.
5

6 **8-05 STREAMBED INSTALLATION**

7 Section 8-05 "Vacant" is substituted with the following:
8

9 **8-05.1 Description**

10 (*****)
11 This Work consists of constructing the step-pool streambed as shown on the Plans. Work includes
12 sediment and cobble placement, handling and mixing aggregates, compaction, and placement of
13 boulders.
14

15 **8-05.2 Materials**

16 (*****)
17 Materials shall meet the requirements of the following sections:
18

19

| | |
|----------------------------|------------|
| 20 Streambed Sediment | 9-03.11(1) |
| 21 Fine Streambed Sediment | 9-03.11(1) |
| 22 Streambed Cobbles | 9-03.11(2) |
| 23 Streambed Boulders | 9-03.11(3) |

24

25 **8-05.3 Construction Requirements**

26 (*****)
27
28 The contractor shall create an approved "Streambed Cobble Mix" which shall consist of 2 parts
29 Streambed Sediment, 1 part 6" Streambed cobbles and 1 part 10" Streambed Cobbles by weight.
30 The material shall be well graded and the contractor must evenly mix the gradations required in the
31 Streambed Cobble and Streambed Sediment mixes. The final mix shall have a minimum 5% fines
32 defined as passing a No. 40 sieve.
33

34 Step-pool construction shall require the contractor to countersink the split box culvert and backfill with
35 the Streambed Cobble Mix to a minimum 2' thickness at the bottom of step-pools as shown in the
36 Plans. The thickness will reach 4' at the Streambed Boulder crest elevations.
37

38 The streambed shall be constructed in 6" lifts, following placement of each lift wash Fine Streambed
39 Sediment into the interstitial space until ponding is achieved or as directed by the engineer. Fine
40 Streambed sediment installation is incidental to Streambed Sediment.
41

42 Boulder steps shall be constructed in the following order:
43

- 44 1) Prepare a flat foundation for boulder and compact per 2-03.3(14)D.
45 2) Install a single row of two-man footer boulders so that the largest side of the boulder is placed
46 flush with the prepared foundation. The boulder must be carefully situated so that it does not shift
47 in any direction when force is applied to it by hand. Backfill the row of footer boulders with
48 Streambed Cobble Mix until bottom elevation of first row of crest boulders is achieved.

- 1 3) Install two rows of one-man crest boulders by hand behind (upstream) and on top of footer
2 boulders so that the boulder crest is even with the proposed finished grade profile and is 0.65'
3 below the nearest upstream crest as shown in the Plans. Fill the interstitial space around and
4 underneath the boulders during placement until boulders do not visibly shift in any direction when
5 force is applied by hand. Bury a minimum of two thirds of the boulder height with the streambed
6 cobble mix.
7 4) Boulder steps shall be placed at the spacing shown on the plans.
8

9 Boulder installation shown in the plans as concrete footing protection shall be installed using steps 1)
10 and 2) but shall only be buried to one half of their height.
11

12 **8-05.4 Measurement**

- 14 (*****)
15 Streambed Sediment shall be measured per CUBIC YARD.
16 Streambed Fine Sediment shall be measured per CUBIC YARD.
17 Streambed Cobbles (6") shall be measured per CUBIC YARD.
18 Streambed Cobbles (10") shall be measured per CUBIC YARD.
19 Streambed Boulders shall be measured per each.
20

21 **8-05.5 Payment**

- 22 (*****)
23 "Streambed Sediment" per CUBIC YARD.
24 "Streambed Fine Sediment" per CUBIC YARD.
25 "Streambed Cobbles (6") per CUBIC YARD.
26 "Streambed Cobbles (10") per CUBIC YARD.
27 "Streambed Boulders" per each.
28

29 The unit Contract for final placement of streambed materials shall be full pay for performing necessary
30 overexcavation and backfill; stockpile, mixing and placement; backfill and compaction with native
31 alluvium, washing in fines, and any required vegetative control measures.
32

33 **DIVISION 9 MATERIALS**

34 **9-03 AGGREGATES**

35 **9-03.9(3) Crushed Surfacing**

36 The table in section 9-03.9(3) is replaced to read.
37

38 (*****)
39

40 The purpose of this specification is to allow for the use of aggregates that are readily available within
41 San Juan County and have demonstrated acceptable levels of performance in past County projects.
42

43 Crushed surfacing shall be manufactured from ledge rock, talus, or gravel in accordance with the
44 provisions of Section 3-01. The materials shall be uniform in quality and substantially free from wood,
45 roots, bark, and other extraneous material and shall meet the following quality test requirements:
46

| | |
|----------------------------------|-----------------|
| Los Angeles Wear, 500 Rev. | 35 percent max. |
| Degradation Factor – Top Course | 25 min. |
| Degradation Factor – Base Course | 15 min. |

Crushed surfacing of the various classes shall meet the following requirements for grading and quality when placed in hauling vehicles for delivery to the roadway, or during manufacture and placement into a temporary stockpile. The exact point of acceptance will be determined by the Engineer.

| Sieve Size | Base Course | Top course and Keystone |
|-----------------|-----------------|-------------------------|
| | Percent Passing | |
| 1½" | 99-100 | |
| 1¼" | 95-100 | |
| 1" | 80-100 | |
| ¾" | | 99-100 |
| ⅝" | 50-80 | |
| ½" | | 80-100 |
| No. 4 | 25-45 | 46-66 |
| No. 40 | 3-18 | 8-24 |
| No. 200 | 7.5 max | 10.0 max |
| % Fracture | 75 min. | 75 min. |
| Sand Equivalent | 25 min. | 40 min. |

All percentages are by weight.

The fracture requirement shall be at least one fractured face and will apply to the combined aggregate retained on the No. 4 sieve in accordance with FOP for AASHTO T335.

The portion of crushed surfacing retained on a No. 4 sieve shall not contain more than 0.15 percent wood waste.

9-03.14(1) Gravel Borrow

Delete this section and replace it with the following:

(*****)

The purpose of this specification is to allow for the use of aggregates that are readily available within San Juan County and have demonstrated acceptable levels of performance in past County projects.

Aggregate for gravel borrow shall consist of granular material, either naturally occurring or processed, and shall meet the following requirements for grading and quality:

| Sieve Size | Percent Passing |
|-----------------|-----------------|
| 4" | 99-100 |
| 2" | 75-100 |
| No. 4 | 30-80 |
| No. 40 | 30 max |
| No. 200 | 7.0 max |
| Sand Equivalent | 25 min. |

All percentages are by weight.

1
2 **9-03.11 Streambed Aggregates**

3
4 Supplement Section 9-03.11(1) with the following:

5
6 (*****)

7 Fine streambed sediments shall be obtained from site excavation where possible with approval
8 from the Engineer. Fine streambed shall be natural or manufactured sand, meeting the
9 gradation requirements below.

10

| Sieve Size | Percent Passing |
|------------|-----------------|
| No. 4 | 99 - 100 |
| No. 10 | 46 - 86 |
| No. 40 | 26 - 40 |
| No. 200 | 10 - 20 |

11
12 Supplement Section 9-03.11(1) with the following:

13
14 (*****)

15 Streambed sediments may be partially obtained from site excavation where possible only with
16 approval from the Engineer.

17
18 Supplement Section 9-03.11(2) with the following:

19
20 (*****)

21 Streambed cobbles may be partially obtained from site excavation where possible only with
22 approval from the Engineer. Material is to match the corresponding specified size Cobble
23 gradation.

24
25 **9-14 EROSION CONTROL AND ROADSIDE PLANTING**

26
27 **9-14.3 Seed**

28
29 (*****)

30 Section 9-14.3 is amended to include the following.

31
32 **9-14.3(1) Seeding by Hand**

33
34 Seed of the following composition, proportion, and quality shall be applied at a rate of **40 pounds per**
35 **acre** on areas requiring seeding as shown on the Plans:

36
37 **Riparian Seed Mix**

38 Seed mix shall contain the following seed varieties and proportions:

39
40 Common Name

41 (*Botanical name*)

42 Seed in Mixture

% By

Weight

| | | |
|----|-----------------------------------|-------|
| 1 | Slough Sedge | %12.0 |
| 2 | (<i>Carex obnupta</i>) | |
| 3 | | |
| 4 | Sawbeak sedge | %16.0 |
| 5 | (<i>Carex stipata</i>) | |
| 6 | | |
| 7 | Creeping spike rush | %5.0 |
| 8 | (<i>Eleocharis palustris</i>) | |
| 9 | | |
| 10 | Meadow Barley | %32.0 |
| 11 | (<i>Hordeum brachyantherum</i>) | |
| 12 | | |
| 13 | Northwestern Mannagrass | %19.0 |
| 14 | (<i>Glyceria occidentalis</i>) | |
| 15 | | |
| 16 | Daggerleaf Rush | %2.5 |
| 17 | (<i>Juncus ensifolius</i>) | |
| 18 | | |
| 19 | Poverty Rush | %0.25 |
| 20 | (<i>Juncus tenuis</i>) | |
| 21 | | |
| 22 | Hardstem Bullrush | %12.0 |
| 23 | (<i>Schoenoplectus acutus</i>) | |
| 24 | | |
| 25 | Small fruited bulrush | %1.25 |
| 26 | (<i>Scirpus microcarpus</i>) | |
| 27 | | |

Seed of the following composition, proportion, and quality shall be applied at a rate of **50 pounds per acre** on areas requiring seeding as shown on the Plans:

Riparian Seed Mix

Seed mix shall contain the following seed varieties and proportions:

| Common Name (<i>Scientific name</i>) | % By <u>Weight</u> | Plant Family or Category |
|------------------------------------------------------|-----------------------|--------------------------|
| <u>Seed in Mixture</u> | | |
| Tufted Hairgrass (<i>Glyceria occidentalis</i>) | %25.0 | Poaceae |
| Blue Wildrye (<i>Elymus glaucus</i>) | %25.0 | Poaceae |
| Meadow Barley (<i>Hordeum brachyantherum</i>) | %10.0 | Poaceae |
| Slough Sedge (<i>Carex obnupta</i>) | %6.0 | Cyperaceae |
| Sawbeak sedge (<i>Carex stipata</i>) | %4.0 | Cyperaceae |

| | | | |
|----|---------------------------------|------|------------|
| 1 | | | |
| 2 | Poverty Rush | %5.0 | Juncaceae |
| 3 | <i>(Juncus tenuis)</i> | | |
| 4 | | | |
| 5 | Toad Rush | %5.0 | Juncaceae |
| 6 | <i>(Juncus bufonis)</i> | | |
| 7 | | | |
| 8 | Western Yarrow | %6.0 | Wildflower |
| 9 | <i>(Achillea millerfolium)</i> | | |
| 10 | | | |
| 11 | Globe Gillia | %8.0 | Wildflower |
| 12 | <i>(Gilia capitata)</i> | | |
| 13 | | | |
| 14 | Puget Gumweed | %6.0 | Wildflower |
| 15 | <i>(Grindelia integrifolia)</i> | | |
| 16 | | | |

Seed of the following composition, proportion, and quality shall be applied at a rate of **25 pounds per acre** on areas requiring seeding as shown on the Plans:

Upland Seed Mix

Seed mix shall contain the following seed varieties and proportions:

| 23 | Common Name | | |
|----|--------------------------------|---------------|--------------------------|
| 24 | <i>(Botanical name)</i> | % By | Plant Family or Category |
| 25 | <u>Seed in Mixture</u> | <u>Weight</u> | |
| 26 | | | |
| 27 | Red fescue | | |
| 28 | <i>(Festuca Rubra)</i> | %40.0 | Poaceae |
| 29 | | | |
| 30 | Blue Wildrye | | |
| 31 | <i>(Elymus glaucus)</i> | %40.0 | Poaceae |
| 32 | | | |
| 33 | Foothill Clover | | |
| 34 | <i>(Trifolium cilolatum)</i> | %8.0 | Wildflower |
| 35 | | | |
| 36 | Western Yarrow | %6.0 | Wildflower |
| 37 | <i>(Achillea millerfolium)</i> | | |
| 38 | | | |
| 39 | Globe Gillia | %6.0 | Wildflower |
| 40 | <i>(Gilia capitata)</i> | | |
| 41 | | | |

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

9-14.3(2) Seed and Plant Material Sourcing

Seed shall be sourced from a native plant nursery listed below. If plants are unavailable from these nurseries the contractor shall source plants from a nursery in western Washington and shall ensure purchased plants originated in the Puget Lowland provenance.

If the contractor demonstrates that certain species are unavailable after checking with the list of approved nurseries and at least 2 other nurseries, than those species must be substituted with one

1 or more available species form that planting zone in the same strata. Species in the seed mix shall
2 be substituted within by another species in the same plant family or category listed in 9-14.3(1).

3
4 **List of preferred nurseries:**

5
6 Northwest Meadows; <https://northwestmeadowscapes.com/>
7 360-504-6415
8 info@northwestmeadowscapes.com
9 1240 W. Sims Way, #218
10 Port Townsend, WA
11 98368 United States

12
13 Fourth Corner Nursery, <https://fourthcornernurseries.com/>
14 360-592-2250
15 sales@fourthcornernurseries.com
16 5652 Sand Road
17 Bellingham, WA 98226

18
19 The Center for Natural Lands Management
20 360-480-6105
21 ssmith@cnlm.org

22
23 Inside Passage Seeds; <http://insidepassageseeds.com/>
24 (360)385-6114
25 forest@insidepassageseeds.com
26 P.O. Box 639
27 Port Townsend, WA

28
29 Satinflower Nurseries, <https://satinflower.ca/>
30 778 679-3459
31 info@satinflower.ca
32 741 Haliburton Road
33 Victoria, BC Canada

34
35 Plantas nativa LLC; <https://www.plantasnativa.com/>
36 360-715-9655
37 bay@plantasnativa.com
38 P.O. 5271
39 Bellingham, WA 98227-5271

40
41
42 **Contract Plans**

43
44 (*****)

45 The Contract Plans consist of the following plan sets:

- 46
47 1. Bayhead Creek at Killebrew Lake Road Culvert Replacement
48 Civil Plans
49 San Juan County Public Works
50 Sheets 1 through 12

1 **APPENDICES**

2
3 **(January 2, 2012)**

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

- 5
- 6 APPENDIX A: Environmental Permits
- 7 APPENDIX B: Geotechnical Engineering Report - Bayhead Creek Culvert Replacement
- 8 APPENDIX C: WSDOT Standard Plans
- 9 APPENDIX D: State Prevailing Wages (San Juan County)
- 10 APPENDIX E: Required Federal Aid Provisions
- 11
- 12
- 13

14 **(February 5, 2020)**
15 **Standard Plans**

16 The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01
17 transmitted under Publications Transmittal No. PT 16-048, effective September 2021 is made a part of
18 this contract.

19
20 The Standard Plans are revised as follows:

21
22 A-50.10
23 Sheet 2 of 2, Plan, with Single Slope Barrier, reference C-14a is revised to C-70.10

24
25 A-50.20
26 Sheet 2 of 2, Plan, with Anchored Barrier, reference C-14a is revised to C-70.10

27
28 A-50.30
29 Sheet 2 of 2, Plan (top), reference C-14a is revised to C-70.1

30
31 B-10.60
32 DELETED

33
34 B-82.20
35 DELETED

36
37 B-90.40
38 Valve Detail – DELETED

39
40 C-1
41 Delete Note 1.

42
43 Revise Note 2 to read “Remove all rail washers, also called “Snow Load Rail Washers”, when
44 encountered during raising beam guardrail work and the guardrail raising work requires removal of the
45 rail.

46
47 Re-number all notes.

48
49 C-4b

1 DELETED

2

3 C-4e

4 DELETED

5

6 C-8a

7 Delete "Section A-A, Type 4 Detail"

8

9 C-20.11

10 Delete Notes 1 & 2. Re-Number all notes.

11 Delete " Snow Load Post Washer" and "Snow Load Rail Washer" details.

12

13 C-20.19

14 DELETED

15

16 C-22.14

17 DELETED

18

19 C-22.16

20 Note 3, formula, was: "Elevation G = (Elevation S – D x (0.1) + 31" is revised to read: "Elevation G =
21 (Elevation S – D x (0.1) + 31/12"

22

23 C-22.45

24 For the SOFTSTOP (TL-2) elevation view detail, the callout "SOFTSTOP (TL-2) SYSTEM LENGTH = 38'
25 – 4 1/2'" is revised to read "SOFTSTOP (TL-2) SYSTEM LENGTH = 38' – 3 1/2'".

26

27 C-40.14

28 DELETED

29

30 C-60.10

31 Sheet 1, Side Elevation: The bottom set of ① - #4 horizontal rebar (2x) located at the base of the barrier
32 is repositioned to be aligned with the bottom of ② - #4 stirrup bars to match the bar positioning shown
33 on Sheet 1, Section A.

34

35 Sheet 1, Reinforcing Steel Bending Diagram, ③ - Pin Slot Bar detail: Add the following callout to the
36 detail, "HOT DIP GALVANIZE AFTER FABRICATION (ASTM A123 OR AASHTO M 111)".

37

38 Sheet 2, ANCHORING PIN ASSEMBLY DETAIL: The first line of the description under the title was "1
39 1/2" DIAMETER (ASTM A36), COLD ROLL" is now changed to "1 1/2" DIAMETER (ASTM A36), HOT
40 ROLL".

41

42 C-70.10

43 Sheet 1, Note 1 was - "1. PERMANENT INSTALLATION requirements: Embed barrier 3" (in) minimum;
44 ..." is revised to read: "1. Installation requirements: Embed barrier 3" (in) minimum in asphalt or concrete;
45 embed barrier 10" (in) minimum in soil; ..."

46

47 Sheet 1, existing Notes 2 and 4 are deleted. Existing Note 3 is renumbered to Note 2.

48

49 Sheet 1, add new Note 3, "3. See Sheet 2 for barrier with a 2'-10" reveal installed in asphalt or concrete.
50 See Sheet 3 for barrier with a 3'-6" reveal installed in asphalt or concrete."

51

1 Sheet 1, Elevation: The dimension from the barrier end to the barrier lifting slot was “3’ – 4” (TYP)” is
2 now changed to “4’ – 8” (TYP)”, and the barrier lifting slot dimension was “5’ – 0” (TYP)” is now changed
3 to “3’ – 0” (TYP)”.

4
5 Sheet 2, the detail titled “3’ – 6” BARRIER FOR USE WITH A 0” (IN) TO 5” (IN) MAX. GRADE
6 SEPARATION” has the following changes:

7 1. The detail title is changed to “3’ – 6” BARRIER FOR USE WITH A 0” (IN) TO 4” (IN) MAX. GRADE
8 SEPARATION”.

9 2. The callout “GRADE SEPARATION--5” MAX.” is changed to “GRADE SEPARATION--4” MAX.”

10
11 C-75.10

12 Note 2 is deleted. Renumber subsequent notes.

13
14 C-75.20

15 Note 2 is deleted. Renumber subsequent notes.

16
17 C-75.30

18 Note 2 is deleted. Renumber subsequent notes.

19
20 C-85.11

21 Add new Note 3 “3. The intended use of this plan is for placing concrete barrier in front of bridge piers on
22 bridge retrofit projects only. Contact the HQ Bridge traffic barrier specialist before using this barrier
23 placement plan for projects involving new or reconstructed bridges.”

24
25 C-85.14

26 DELETED

27
28 C-90.10

29 DELETED

30
31 D-10.10

32 Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers
33 attached on top of the wall are considered non-standard and shall be designed in accordance with the
34 current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design
35 memorandum.

36
37 D-10.15

38 Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers
39 attached on top of the wall are considered non-standard and shall be designed in accordance with the
40 current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

41
42 D-10.30

43 Wall Type 5 may be used in all cases.

44
45 D-10.35

46 Wall Type 6 may be used in all cases.

47
48 D-10.40

49 Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers
50 attached on top of the wall are considered non-standard and shall be designed in accordance with the
51 current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

1
2 D-10.45
3 Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers
4 attached on top of the wall are considered non-standard and shall be designed in accordance with the
5 current WSDOT BDM and the revisions stated in the revisions stated in the 11/3/15 Bridge Design
6 memorandum.
7
8 D-15.10
9 STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn.
10 Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.
11
12 D-15.20
13 STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn.
14 Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.
15
16 D-15.30
17 STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn.
18 Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.
19
20 F-10.12
21 Section Title, was – “Depressed Curb Section” is revised to read: “Depressed Curb and Gutter Section”
22
23 F-10.40
24 “EXTRUDED CURB AT CUT SLOPE”, Section detail - Deleted
25
26 F-10.42
27 DELETE – “Extruded Curb at Cut Slope” View
28
29 G-25.10
30 Key Note 3, second sentence, was – “For single-post installations, divide the (#2w/diamond shape
31 symbol) post MAX. XYZ in half.” Is revised to read: “For single-post installations, divide the two-post MAX.
32 XYZ in half.”
33
34 G-60.10
35 DELETED
36
37 G-60.20
38 DELETED
39
40 G-60.30
41 DELETED
42
43 G-70.10
44 DELETED
45
46 G-70.20
47 DELETED
48
49 H-70.20
50 Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard Plan I-70.10 is revised to H-
51 70.10

1
2 J-10.21

3 Note 18, was – “When service cabinet is installed within right of way fence, see Standard Plan J-10.22
4 for details.” Is revised to read; “When service cabinet is installed within right of way fence, or the meter
5 base is mounted on the exterior of the cabinet, see Standard Plan J-10.22 for details.”
6

7 J-10.22

8 Key Note 1, was – “Meter base per serving utility requirements~ as a minimum, the meter base shall be
9 safety socket box with factory-installed test bypass facility that meets the requirements of EUSERC
10 drawing 305.” Is revised to read; “Meter base per serving utility requirements~ as a minimum, the meter
11 base shall be safety socket box with factory-installed test bypass facility that meets the requirements of
12 EUSERC drawing 305. When the utility requires meter base to be mounted on the side or back of the
13 service cabinet, the meter base enclosure shall be fabricated from type 304 stainless steel.”

14 Key Note 4, “Test with (SPDT Snap Action, Positive close 15 Amp – 120/277 volt “T” rated). Is revised to
15 read: “Test Switch (SPDT snap action, positive close 15 amp – 120/277 volt “T” rated).”

16 Key Note 14, was – “Hinged dead front with ¼ turn fasteners or slide latch.” Is revised to read; “Hinged
17 dead front with ¼ turn fasteners or slide latch. ~ Dead front panel bolts shall not extend into the vertical
18 limits of the breaker array(s).”

19 Key Note 15, was – “Cabinet Main Bonding Jumper. Buss shall be 4 lug tinned copper. See Cabinet Main
20 bonding Jumper detail, Standard Plan J-3b.” is revised to read; “Cabinet Main Bonding Jumper Assembly
21 ~ Buss shall be 4 lug tinned copper ~ See Standard Plan J-10.20 for Cabinet Main Bonding Jumper
22 Assembly details.”

23 Note 1, was – “...socket box mounting detail, see Standard Plan J-3b.” is revised to read to read:
24 “...socket box mounting detail, see Standard Plan J-10.20.”

25 Note 6, was – “...See door hinge detail, Standard Plan J-3b.” is revised to read: “...See door hinge detail,
26 Standard Plan J-10.20.”
27

28 J-20.26

29 Add Note 1, “1. One accessible pedestrian pushbutton station per pedestrian pushbutton post.”
30

31 J-20.16

32 View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE
33

34 J-21.10

35 Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – “ANCHOR BOLTS ~ ¾” (IN) x 30”
36 (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY” IS REVISED TO READ: “ANCHOR BOLTS ~
37 ¾” (IN) x 30” (IN) FULL THREAD ~ FOUR REQ'D. PER ASSEMBLY”

38 Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation
39 to find 2 #4 reinforcing bar shown, to read; 3” CLR.. Delete “(TYP.)” from the 2 ½” CLR. dimension,
40 depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

41 Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation
42 to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½” CLR. dimension,
43 depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

44 Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation
45 to find 2 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½” CLR. dimension,
46 depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

47 Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation
48 to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½” CLR. dimension,
49 depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

1 Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 3)"
2 is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note
3 1)"

4 Detail F, callout, "3/4" (IN) x 2' - 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is revised to read;
5 "3/4" (IN) x 2' - 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"

6
7 J-21.15
8 Partial View, callout, was - LOCK NIPPLE ~ 1 1/2" DIAM., is revised to read; CHASE NIPPLE ~ 1 1/2" (IN)
9 DIAM.

10
11 J-21.16
12 Detail A, callout, was - LOCKNIPPLE, is revised to read; CHASE NIPPLE

13
14 J-22.15
15 Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0"
16 (2x) Detail A, callout, was - LOCK NIPPLE ~ 1 1/2" DIAM. is revised to read; CHASE NIPPLE ~ 1 1/2" (IN)
17 DIAM.

18
19 J-28.24
20 Case E and Case F Section View dimension callout, "3' - 0" MIN. FOR BEAM GUARDRAIL, 4' - 0" MIN.
21 FOR CONC. BARRIER TYPE 2" is revised to read, "5' - 0" MIN. FOR BEAM GUARDRAIL, 8' - 0" MIN.
22 FOR UNANCHORED TYPE F CONC. BARRIER, 4' - 0" MIN. FOR ANCHORED TYPE F CONC.
23 BARRIER".

24
25 J-40.10
26 Sheet 2 of 2, Detail F, callout, "12 - 13 x 1 1/2" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER"
27 is revised to read; "12 - 13 x 1 1/2" S.S. PENTA HEAD BOLT AND 1/2" (IN) S. S. FLAT WASHER"

28
29 J-75.20
30 Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN) Stainless Steel Bands", add the
31 following to the end of the note: "Alternate: Stainless steel cable with stainless steel ends, nuts, bolts,
32 and washers may be used in place of stainless steel bands and associated hardware."

33
34 J-81.10
35 Power Distribution Block Diagram, lower left corner, Sheet 1 of 3; Switch Pack 2; circuit 623 (T4-5) [middle
36 ckt] is revised to read; circuit **622 (T4-5)**.

37
38 K-80.10
39 SIGN INSTALLATION (BEHIND TRAFFIC BARRIER) detail dimension callout, "3' MIN." is revised to
40 read, "5' MIN."

41
42 K-80.30
43 DELETED

44
45 K-80.35
46 Add New Note 1 - "1. The intended use of this plan is for the temporary installation of Type 2 concrete
47 barrier (See Standard Plan C-8) on cement concrete pavement, bridge decks, or hot mix asphalt
48 pavement, and Type F concrete barrier on cement concrete pavement or bridge decks.

49
50 Re-number all notes.

51

1 The TYPE 1 ANCHOR detail description "TEMPORARY INSTALLATION OF PRECAST CONC.
2 BARRIER TYPE 2 (STD. PLAN C-8) AND TEMPORARY CONC. BARRIER (F-SHAPE) (STD. PLAN K-
3 80.30) ON CEMENT CONC. PAVEMENT OR BRIDGE DECK" is revised to read, "TEMPORARY
4 INSTALLATION OF PRECAST CONC. BARRIER TYPE F (STD. PLAN C-60.10) OR PRECAST CONC.
5 BARRIER TYPE 2 (STD. PLAN C-8) ON CEMENT CONC. PAVEMENT OR BRIDGE DECK."
6

7 The TYPE 3 ANCHOR detail description "TEMPORARY INSTALLATION OF PRECAST CONC.
8 BARRIER TYPE 2 (STD. PLAN C-8) AND TEMPORARY CONC. BARRIER (F-SHAPE) (STD. PLAN K-
9 80.30) ON HOT MIX ASPHALT PAVEMENT" is revised to read, "TEMPORARY INSTALLATION OF
10 PRECAST CONC. BARRIER TYPE 2 (STD. PLAN C-8) ON HOT MIX ASPHALT PAVEMENT."
11

12 K-80.37

13 Revise Note 1 to read: "1. The intended use of this plan is for the temporary installation of Type F
14 NARROW BASE concrete barrier (See Standard Plan C-60.10) or Type 4 (Type 2 Narrow Base – See
15 Std. Plan C-8a) Concrete Barrier on cement concrete pavement, bridge decks."
16

17 Replace all callouts stating "NARROW BASE, ALTERNATIVE TEMPORARY CONCRETE BARRIER
18 SEGMENT" with "Type F NARROW BASE or Type 4 (Type 2 Narrow Base) concrete barrier segment."
19

20 M-3.50

21 Double-Left Turn Channelization (with Right Turn Pocket) view, dimension, upper left corner, "taper"
22 dimension; callout – was "40' if Posted Speed is 40 MPH or less 100' if Posted Speed is more than 40
23 MPH" is revised to read; "See Contract"
24

25 M-5.10

26 Right-Turn Channelization view, dimension, upper right corner, "taper" dimension; callout – was "50' MIN."
27 is revised to read; "See Contract"
28

29 M-12.10

30 Add Note 5. "Check with Region Traffic Office for RPM and Guidepost placements."
31

32 M-24.50

33 DELETED
34

35 The following are the Standard Plan numbers applicable at the time this project was advertised. The
36 date shown with each plan number is the publication approval date shown in the lower right-hand corner
37 of that plan. Standard Plans showing different dates shall not be used in this contract.
38

| | | |
|-------------------------|-------------------------|-------------------------|
| A-10.10-00.....8/7/07 | A-40.00-00.....8/11/09 | A-50.30-00.....11/17/08 |
| A-10.20-00.....10/5/07 | A-40.10-04.....7/31/19 | A-50.40-00.....11/17/08 |
| A-10.30-00.....10/5/07 | A-40.15-00.....8/11/09 | A-60.10-03.....12/23/14 |
| A-20.10-00.....8/31/07 | A-40.20-04.....1/18/17 | A-60.20-03.....12/23/14 |
| A-30.10-00.....11/8/07 | A-40.50-02.....12/23/14 | A-60.30-01.....6/28/18 |
| A-30.30-01.....6/16/11 | A-50.10-00.....11/17/08 | A-60.40-00.....8/31/07 |
| A-30.35-00.....10/12/07 | A-50.20-01.....9/22/09 | |

39

| | | |
|------------------------|------------------------|------------------------|
| B-5.20-02.....1/26/17 | B-30.50-03.....2/27/18 | B-75.20-02.....2/27/18 |
| B-5.40-02.....1/26/17 | B-30.70-04.....2/27/18 | B-75.50-01.....6/10/08 |
| B-5.60-02.....1/26/17 | B-30.80-01.....2/27/18 | B-75.60-00.....6/8/06 |
| B-10.20-02.....3/2/18 | B-30.90-02.....1/26/17 | B-80.20-00.....6/8/06 |
| B-10.40-01.....1/26/17 | B-35.20-00.....6/8/06 | B-80.40-00.....6/1/06 |

| | | |
|------------------------|------------------------|------------------------|
| B-10.70-00.....1/26/17 | B-35.40-00.....6/8/06 | B-85.10-01.....6/10/08 |
| B-15.20-01.....2/7/12 | B-40.20-00.....6/1/06 | B-85.20-00.....6/1/06 |
| B-15.40-01.....2/7/12 | B-40.40-02.....1/26/17 | B-85.30-00.....6/1/06 |
| B-15.60-02.....1/26/17 | B-45.20-01.....7/11/17 | B-85.40-00.....6/8/06 |
| B-20.20-02.....3/16/12 | B-45.40-01.....7/21/17 | B-85.50-01.....6/10/08 |
| B-20.40-04.....2/27/18 | B-50.20-00.....6/1/06 | B-90.10-00.....6/8/06 |
| B-20.60-03.....3/15/12 | B-55.20-02.....2/27/18 | B-90.20-00.....6/8/06 |
| B-25.20-02.....2/27/18 | B-60.20-01.....6/28/18 | B-90.30-00.....6/8/06 |
| B-25.60-02.....2/27/18 | B-60.40-01.....2/27/18 | B-90.40-01.....1/26/17 |
| B-30.10-03.....2/27/18 | B-65.20-01.....4/26/12 | B-90.50-00.....6/8/06 |
| B-30.15-00.....2/27/18 | B-65.40-00.....6/1/06 | B-95.20-01.....2/3/09 |
| B-30.20-04.....2/27/18 | B-70.20-00.....6/1/06 | B-95.40-01.....6/28/18 |
| B-30.30-03.....2/27/18 | B-70.60-01.....1/26/17 | |
| B-30.40-03.....2/27/18 | | |

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| | | |
|------------------------|------------------------|------------------------|
| C-1.....6/28/18 | C-20.15-02.....6/11/14 | C-40.18-03.....7/21/17 |
| C-1a.....7/14/15 | C-20.18-03.....8/12/19 | C-60.10-00.....8/22/19 |
| C-1b.....8/12/19 | C-20.19-03.....8/12/19 | C-70.10-01.....6/17/14 |
| C-1d.....10/31/03 | C-20.40-07.....8/12/19 | C-75.10-01.....6/11/14 |
| C-2c.....8/12/19 | C-20.41-02.....8/12/19 | C-75.20-01.....6/11/14 |
| C-4f.....8/12/19 | C-20.42-05.....7/14/15 | C-75.30-01.....6/11/14 |
| C-6a.....10/14/09 | C-20.45.02.....8/12/19 | C-80.10-01.....6/11/14 |
| C-7.....6/16/11 | C-22.16-06.....7/21/17 | C-80.20-01.....6/11/14 |
| C-7a.....6/16/11 | C-22.40-07.....8/12/19 | C-80.30-01.....6/11/14 |
| C-8.....2/10/09 | C-22.45-04.....8/12/19 | C-80.40-01.....6/11/14 |
| C-8a.....7/25/97 | C-23.60-04.....7/21/17 | C-80.50-00.....4/8/12 |
| C-8b.....2/29/16 | C-24.10-02.....8/12/19 | C-85.10-00.....4/8/12 |
| C-8e.....2/21/07 | C-25.20-06.....7/14/15 | C-85.11-00.....4/8/12 |
| C-8f.....6/30/04 | C-25.22-05.....7/14/15 | C-85.14-01.....6/11/14 |
| C-16a.....7/21/17 | C-25.26-04.....8/12/19 | C-85.15-01.....6/30/14 |
| C-20.10-05.....8/12/19 | C-25.30-00.....6/28/18 | C-85.16-01.....6/17/14 |
| C-20.11-00.....7/21/17 | C-25.80-05.....8/12/19 | C-85.18-01.....6/11/14 |
| C-20.14-04.....8/12/19 | C-40.16-02.....7/2/12 | C-85.20-01.....6/11/14 |

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|------------------------|------------------------|------------------------|
| D-2.04-00.....11/10/05 | D-2.48-00.....11/10/05 | D-3.17-02.....5/9/16 |
| D-2.06-01.....1/6/09 | D-2.64-01.....1/6/09 | D-4.....12/11/98 |
| D-2.08-00.....11/10/05 | D-2.66-00.....11/10/05 | D-6.....6/19/98 |
| D-2.14-00.....11/10/05 | D-2.68-00.....11/10/05 | D-10.10-01.....12/2/08 |
| D-2.16-00.....11/10/05 | D-2.80-00.....11/10/05 | D-10.15-01.....12/2/08 |
| D-2.18-00.....11/10/05 | D-2.82-00.....11/10/05 | D-10.20-01.....8/7/19 |
| D-2.20-00.....11/10/05 | D-2.84-00.....11/10/05 | D-10.25-01.....8/7/19 |
| D-2.32-00.....11/10/05 | D-2.86-00.....11/10/05 | D-10.30-00.....7/8/08 |
| D-2.34-01.....1/6/09 | D-2.88-00.....11/10/05 | D-10.35-00.....7/8/08 |
| D-2.36-03.....6/11/14 | D-2.92-00.....11/10/05 | D-10.40-01.....12/2/08 |
| D-2.42-00.....11/10/05 | D-3.09-00.....5/17/12 | D-10.45-01.....12/2/08 |
| D-2.44-00.....11/10/05 | D-3.10-01.....5/29/13 | |
| D-2.60-00.....11/10/05 | D-3.11-03.....6/11/14 | |
| D-2.62-00.....11/10/05 | D-3.15-02.....6/10/13 | |
| D-2.46-01.....6/11/14 | D-3.16-02.....5/29/13 | |

3

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|-----------------|-----------------|
| E-1.....2/21/07 | E-4.....8/27/03 |
|-----------------|-----------------|

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|---|-------------------------|------------------------|------------------------|
| 1 | E-2.....5/29/98 | E-4a.....8/27/03 | |
| | F-10.12-03.....6/11/14 | F-10.62-02.....4/22/14 | F-40.15-03.....6/29/16 |
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| | F-10.18-01.....7/11/17 | F-30.10-03.....6/11/14 | F-45.10-02.....7/15/16 |
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