CONTRACT
SPECIFICATIONS

For:

REPLACEMENT OF IN-PAVEMENT LOOPS WITH COUNTY SUPPLIED VIDEO DETECTION DEVICE FOR PRESENCE ON ALL FOUR LEGS AT THE INTERSECTION OF NORTH KEYS ROAD, SOUTH KEYS ROAD AND TERRACE HEIGHTS DRIVE

Yakima County Project No. C 3258
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STANDARD PLANS
CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED DOCUMENTS, PLANS AND SPECIFICATIONS CONFIRM TO ORIGINALS WHICH ARE ON FILE IN THE OFFICE OF THE COUNTY ENGINEER OF YAKIMA COUNTY, WASHINGTON.

GARY N. EKSTEDT, P.E.
COUNTY ENGINEER

[Signature]

EXP. 8/13/07
INSTRUCTIONS TO BIDDERS

DELIVERY OF PROPOSALS

Sealed bids will be received at the following location before the specified time:

Office of the Board of County Commissioners of Yakima County, Room 232, Yakima County Courthouse, Yakima, Washington 98901 until 2:00 p.m. of the bid opening date.

Each proposal, or bid shall be completely sealed in a separate package, addressed to the Board of County Commissioners of Yakima County with the name of the improvements for which the bid is submitted plainly written on the outside of the package.

All bids shall be submitted on form authorized by the County. Any Bids submitted on forms marked “informational” or otherwise watermarked shall be considered irregular and will be rejected. Bidders wishing to submit Bids, should contact the Yakima County’s Road Engineers Office at the address below to request authorized Bid Documents.

No oral, telephonic, facsimile, or telegraphic Bids or modifications shall be accepted.

DATE OF OPENING BIDS

The bid opening date for this project shall be April 11, 2006.
The bids shall be publicly opened and read after 2:00 p.m. on that date at the following location:

Yakima County Road Engineer’s Office, Fourth Floor, Yakima County Courthouse, 128 North 2nd Street, Yakima, Washington 98901.

RIGHT TO REJECT BIDS:

The right is reserved to reject any and all proposals, to accept the proposal or proposals deemed best for the County or to advertise for new proposals when in the opinion of the Board the best interest of the County shall be promoted thereby.

PROPOSAL GUARANTY:

A certified check, cashier’s check, cash or bid bond made payable to the Treasurer of the County of Yakima for an amount equal to at least five percent (5%) of the total amount bid must accompany each bid as evidence of good faith and as a guarantee that if awarded the Contract the bidder shall execute the Contract and give Bond as required.

FORM FURNISHED:

Each bid must be made on the form attached to these Specifications.

This project is a federal-aid funded project. Yakima County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it shall affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises shall be
afforded full opportunity to submit bids in response to this invitation and shall not be discriminated against on the grounds of race, color or national origin in consideration for an award.

PROPOSAL

This certifies that the undersigned has examined the location of the noted project

Project # C3208: Replacement of In-Pavement Loops with County Supplied Video Detection Device for Presence on all four legs at the intersection of Keys Road and Terrace Heights Drive

And that the Plans, Specifications and Contract governing the work embraced in these improvements, and the method by which payment will be made for said work, is understood. The undersigned hereby proposes to undertake and complete the work embraced in these improvements, or as much as can be completed with the money available, in accordance with the said Plans, Specifications, and Contract, and the following schedule of rates and prices:

NOTE: Unit Prices for all items, all extensions, and total amount of bid shall be shown. Sales Tax shall be included in Unit Prices. No oral, telephonic, facsimile, or telegraphic Bids or modifications shall be considered or accepted.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Approx Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Item Amount</th>
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<tr>
<td>1</td>
<td>MOBILIZATION</td>
<td>1 L.S.</td>
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<td>2</td>
<td>PROJECT TEMPORARY TRAFFIC CONTROL</td>
<td>1 L.S.</td>
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<td>3</td>
<td>VIDEO DETECTION SYSTEM COMPLETE</td>
<td>1 L.S.</td>
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TOTAL BID AMOUNT $2208
PROPOSAL – Continued

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereto:

CASH [ ] IN THE AMOUNT OF __________________________

CASHIER’S CHECK [ ] ____________________________ DOLLARS

CERTIFIED CHECK [ ] ($__________) PAYABLE TO THE COUNTY TREASURER

PROPOSAL BOND [ ] IN THE AMOUNT OF 5 PERCENT (5%) OF SUBBID

Bidder acknowledges receipt of the following Addendums:

No. Date

The undersigned has telephoned the Office of the Yakima County Engineer for verification of the number of Addendums issued.

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Title: ____________________________

Firm Name: ____________________________

Address: ____________________________

Phone No.: ____________________________

Washington Registration No.: ____________________________

Federal ID Tax No.: ____________________________

U.B.I. No.: ____________________________

E-Mail: ____________________________

Signed and sworn (or affirmed) before me on ____________________________ Date

__________________________

NOTARY PUBLIC

My appointment expires ____________________________

(Seal and Stamp)

NOTE: (1) This proposal is not transferable and any alteration of the firm’s name entered hereon without prior permission from the County Engineer shall be cause for considering the proposal irregular and subsequent rejection of the bid.

(2) Please refer to Section 1-02.6 of the Standard Specifications, re: “Preparation of Proposal” or “Article 4” of the Instruction to Bidders for building construction jobs.

(3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communications C3258.
LETTER OF RESPONSIBILITY

Date: ____________________________
County Road Project No.: C 3258

TO:
BOARD OF COUNTY COMMISSIONERS OF YAKIMA COUNTY, WASHINGTON
(Party awarding principal contract)

Dear Sirs:

I hereby maintain that I am a responsible bidder as contemplated by the policies of the State of Washington (Chapter 157, Laws of Washington of 1937).

a. My permanent place of business is ________________________________, which I have maintained for ____________ years.

b. I have adequate plant equipment to do expeditiously and properly the work contemplated for Yakima County, Washington.

DESCRIPTION OF WORK:
Replacement of in-pavement loops with county supplied Video Detection Device on all four legs at the intersection of Keys Road and Terrace Heights Drive.

______________________________________________________________
______________________________________________________________

I have the following equipment available for this work:

______________________________________________________________
______________________________________________________________

______________________________________________________________

I have adequate funds to promptly meet obligations incident to this work.

Bank reference: ______________________________________________

I hereby certify that the above is a true and accurate statement.

Very truly yours,

______________________________________________________________
Contractor

NOTE: This sheet need not be submitted, unless so requested by the Engineer subsequent to opening of bid. This “letter of responsibility” shall not be construed to be a request for pre-qualification of bidder.
Disadvantaged Business Enterprise Utilization Certification

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. The successful bidder's DBE Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-753-9693.

Enterprise Name of Bidder (DBE) Firms listed below have been contacted regarding participation on this project. If this bidder is successful on this project and is awarded the contract, it shall assure that subcontracts or supply agreements are executed with those firms where an “Amount to be Applied Towards Goal” is listed. (If necessary, use additional sheet.)

certifies that the Disadvantaged Business Enterprise **

<table>
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<tr>
<th>Name of DBE Certificate Number</th>
<th>Project Role * (Prime, Joint Venture, Subcontractor, Manufacturer, Regular Dealer, Service Provider)</th>
<th>Description of Work</th>
<th>Amount to be Applied Towards Goal **</th>
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Disadvantaged Business Enterprise Subcontracting Goal: __________________________ DBE Total $ __________________

* Regular Dealer status must be approved by the Office of Equal Opportunity, Wash. State Dept. of Transportation, on each contract.

** See the section "Counting DBE Participation Toward Meeting the Goal" in the Contract Document.

*** The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal or the average goal attainment of all bidders. In the event of an arithmetic difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail and the total will be revised accordingly. DOT Form 272-056 EF, Revised 6/2004
DEFINITION OF TERMS

In interpreting these specifications, the following definitions shall prevail:


SECRETARY OF TRANSPORTATION: Secretary of Transportation of the State of Washington.

BOARD: The Board of County Commissioners of Yakima County.

ENGINEER: County, or construction engineer, or his duly authorized assistants, by whom all explanations and directions necessary for the satisfactory prosecution and completion of the work described in these specifications will be given.

CONTRACTOR: The person, firm, co-partnership, or corporation, or any lawful agent of such person, firm, partnership or corporation constituting one of the principals in the contract and undertaking to perform the work herein specified.

CONTRACT: The Agreement between the Contractor and the County of Yakima acting through the Board of County Commissioners. The contract shall include the accepted “Proposal”, “Plans”, “Specifications” and “Contract Bond”, also any and all supplemental agreements which reasonably could be required to complete the construction of the work in a substantial and acceptable manner.

PROPOSAL: The written offer, or copy thereof of the bidder to perform the work proposed.

PLANS: The officially approved drawings, or reproductions thereof attached to this contract.

SPECIFICATIONS: The directions, provisions and requirements contained herein, together with all written agreements made, or to be made pertaining to the method and manner of performing the work, or to the quantities and qualities of materials to be furnished under the contract.

CONTRACT BOND: The approved form of security furnished by the Contractor and his surety as a guarantee of good faith on the part of the Contractor to execute the work in accordance with the terms of the contract.

LABORATORY: The laboratories of the Department of Transportation, or other laboratories designated by the engineer.

AMOUNT OF THE CONTRACT: For the purpose of awarding the contract and determining the amount of the bond, the lump sum bid, or the summation of the products of the approximate quantities shown on the plans or otherwise stated by the unit prices will be considered the total amount of the bid and the full amount of the contract price.
NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have, not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U. S. Department of Transportation (USDOT) operates the above toll-free “hotline” Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of USDOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.
SUBCONTRACTOR LIST

C3208 REPLACEMENT OF IN-PAVEMENT LOOPS WITH COUNTY SUPPLIED VIDEO DETECTION DEVICE AT KEYS ROAD AND TERRACE HEIGHTS DRIVE

Failure to list subcontractors who are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW will result in your bid being non-responsive and therefore void.

Subcontractor(s) that are proposed to perform the work of heating, ventilation, and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

If no subcontractor is listed below, the bidder acknowledges that is does not intend to use any subcontractor to perform those items of work.

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Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant’s responsibilities. The regulations were published as Part VII of the May 26, 1998 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

________________________________________
Name and Title of Authorized Representative

________________________________________
Signature Date
CONTRACT

THIS AGREEMENT, made and entered into between Yakima County acting under and by virtue of Titles 36 and 39 RCW, hereinafter called the “COUNTY” and ____________________________, hereinafter called the “CONTRACTOR.”

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The CONTRACTOR shall do all work and furnish all tools, materials and equipment for C3258, Replacement of In-Pavement Loops with County Supplied Video Detection Equipment on all four legs at the intersection of Keys Road and Terrace Heights Drive. And perform any changes in the work in accordance with the Contract Documents. “Contract Documents” are this Contract, the attached Plans and Specifications and the current edition of the Standard Specifications of the Washington State Department of Transportation and American Public Works Association which are by this reference incorporated herein and made a part hereof. In using said Standard Specifications and Amendments thereto, “Secretary of Transportation”, “Engineer” and like terms used therein will be construed to mean Yakima County Engineer and “State” or “Thurston County” shall mean Yakima County.

II. The CONTRACTOR shall provide and bear the expense of all equipment, material and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in the Contract Documents except those items mentioned therein to be furnished by Yakima County.

III. The COUNTY hereby promises and agrees to pay the CONTRACTOR according to the attached Specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in the Contract Documents.

IV. The CONTRACTOR for itself, and for its heirs, executors, administrators, successors and assigns does hereby agree to the full performance of all the covenants herein contained upon the part of the CONTRACTOR.

V. It is further provided that no liability shall attach to the COUNTY by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF, the CONTRACTOR has executed this instrument, on the date indicated below and Yakima County has caused this instrument to be executed in the name of said COUNTY by and through the Board of Yakima County Commissioners on the date indicated below.

Executed by the CONTRACTOR ____________

BOARD OF YAKIMA COUNTY COMMISSIONERS

CONTRACTOR

________________________________________
Signature

________________________________________
Print or Type Name of Person Signing

Title ______________________________________________________________________________
Foregoing Contract approved and ratified ____________, 20___.

Surety ______________________________________________________________________________

Attorney-in-fact __________________________________________________________________________

Chair

Commissioner

Commissioner

ATTEST: Clerk of the Board

Jennifer Adams

Approved as to form:

Deputy Prosecuting Attorney
PERFORMANCE BOND
(RCW 39.08)

KNOW ALL MEN BY THESE PRESENTS, That ____________________________, as "PRINCIPAL", and ____________________________, a corporation authorized to do business in the State of Washington, as "SURETY", are jointly and severally held and bound unto Yakima County, Washington in the penal sum ____________________________, Dollars ($__________________________) for the payment of which by these presents we jointly and severally bind ourselves, our heirs, executors, administrators, assigns, and successors.

THE CONDITION of this bond is such that WHEREAS, on _________________, 20___, the PRINCIPAL executed a certain Contract with the County, by the terms of which PRINCIPAL agrees to furnish all material and labor and will undertake and complete the construction of C3258, Replacement of In-Pavement Loops with County Supplied Video Detection Equipment on all four legs at the intersection of Keys Road and Terrace Heights Drive according to the maps, plans and specifications made a part of said Contract, which Contract is attached hereto and by this reference is incorporated herein and made a part hereof. FURTHER, the SURETY agrees to be bound by the laws of the State of Washington and subjected to the jurisdiction of the State of Washington.

NOW, THEREFORE, if the PRINCIPAL shall faithfully perform all the provisions of such contract and pay all laborers, mechanics, subcontractors and materialmen, and all persons who supply such persons or subcontractors with provisions or supplies for the carrying on of such work, then this obligation to be void, otherwise to remain in full force and effect.

Dated this ______ day of ______________________, 20___


PRINCIPAL

By:______________________________

Title:______________________________

SURETY

By:______________________________

Attested: ________________________

Name of Local Office of Agent

Address of Local Office Agent


APPROVED: YAKIMA COUNTY

By:______________________________

Chair of the Board of
Yakima County Commissioners

Date: ___________________________, 20___

Approved as to form:

Deputy Prosecuting Attorney


BOND NUMBER

YAKIMA COUNTY CONTRACT NUMBER


Video Detection System C 3258
Amendments to Standard Specifications
AMENDMENTS TO THE STANDARD SPECIFICATIONS

INTRODUCTION
The following Amendments and Special Provisions shall be used in conjunction with the 2006 Standard Specifications for Road, Bridge, and Municipal Construction.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

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

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

SECTION 1-04, SCOPE OF THE WORK
April 3, 2006

1-04.6 Variation in Estimated Quantities
The third paragraph beginning with “If the adjusted final quantity of any items”, is revised to read:

If the adjusted final quantity of any item does not vary from the quantity shown in the proposal by more than 25%, then the Contractor and the Contracting Agency agree that all work under that item will be performed at the original contract unit price.

SECTION 1-06, CONTROL OF MATERIAL
April 3, 2006

1-06.1 Approval of Materials Prior To Use
The second sentence in the first paragraph is revised to read:

The Contractor shall use the Qualified Product List (QPL), the Aggregate Source Approval (ASA) Database, or the Request for Approval of Material (RAM) form.

Number 1 under the second paragraph is revised to read:

1. Shall be new, unless the Special Provisions or Standard Specifications permit otherwise;

1-06.1(1) Qualified Products List (QPL)
This section is supplemented with the following:

The current QPL can be accessed on-line at www.wsdot.wa.gov/biz/mats/QPL/QPL.cfm.
The following new sub-section is inserted to follow 1-06.1(2).

1-06.1(3) Aggregate Source Approval (ASA) Database
The ASA is a database containing the results of WSDOT preliminary testing of aggregate sources. This database is used by the Contracting Agency to indicate the approval status of these aggregate sources for applications that require preliminary testing as defined in the contract. The ASA ‘Aggregate Source Approval Report’ identifies the currently approved applications for each aggregate source listed. The acceptance and use of these aggregates is contingent upon additional job sampling and/or documentation.

Aggregates approved for applications on the ASA ‘Aggregate Source Approval Report’ not conforming to the specifications, not fulfilling the acceptance requirements, or improperly handled or installed, shall be replaced at the Contractor’s expense.

For questions regarding the approval status of an aggregate source, contact the WSDOT Regional Materials Engineer for the Region the source is located in. The Contracting Agency reserves the right to make revisions to the ASA database at anytime.

If there is a conflict between the ASA database and the contract, then the contract shall take precedence over the ASA database in accordance with Section 1-04.2. The ASA database can be accessed on-line at www.wsdot.wa.gov/biz/mats/ASA.

1-06.2(2D) Quality Level Analysis
Item 9 under the first paragraph is revised to read:

9. Determine the Composite Pay Factor (CPF) for each lot.

\[ CPF = \sum_{i=1}^{n} Pf_i \]

where: \( Pf_i \) = price adjustment factor listed in these Specifications for the applicable material

\( j \) = number of constituents being evaluated

SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC
August 7, 2006

1-07.9(1) General
The fifth paragraph is revised to read:

If employing labor in a class not listed in the contract provisions on state funded projects only, the Contractor shall request a determination of the correct wage and benefits rate for that class and locality from the Industrial Statistician, Washington State Department of Labor and Industries (State L&I), and provide a copy of those determinations to the Engineer.
The fifth paragraph is supplemented with the following new paragraph:

If employing labor in a class not listed in the contract provisions on federally funded projects, the Contractor shall request a determination of the correct wage and benefits for that class and locality from the U. S. Secretary of Labor through the project engineer’s office. Generally, the contractor initiates the request by preparing standard form 1444 and submitting it to the project engineers’ office for further action.

1-07.10 Worker’s Benefits

The fourth paragraph is revised to read:

The Public Works Contract Division of the Washington State Department of Labor and Industries will provide the Contractor with applicable industrial insurance and medical aid classification and premium rates. After receipt of Revenue Release from the Washington State Department of Revenue, the contracting agency will verify through the Department of Labor and Industries that the Contractor is current with respect to the payments of industrial insurance and medical aid premiums.

1-07.15 Temporary Water Pollution/Erosion Control

The first paragraph is revised to read:

In an effort to prevent, control, and stop water pollution and erosion within the project, thereby protecting the work, nearby land, streams, and other bodies of water, the Contractor shall perform all work in strict accordance with all Federal, State, and local laws and regulations governing waters of the State, as well as permits acquired for the project.

SECTION 1-08, PROSECUTION AND PROGRESS

December 4, 2006

1-08.1 Subcontracting

The eighth paragraph (beginning with - On all projects funded with both Contracting Agency funds and Federal assistance ...) is supplemented with the following:

The Contractor has the option of submitting actual MBE/WBE or DBE payment data, on Federally assisted, Federally assisted and Contracting agency funded, and Contracting Agency funded only contracts to the contracting agency on a monthly basis using the Contract Monitoring and Tracking System (CMATS) through the Biz Web application located at http://www.omwbe.wa.gov/bizwebatwashington. Use of CMATS will become a requirement for all contractors effective January 7, 2008.

1-08.3 Progress Schedule

Section 1-08.3 and all subsections are deleted in their entirety and replaced with the following:

1-08.3 Progress Schedule

1-08.3(1) General Requirements

The Contractor shall submit Type A or Type B Progress Schedules and Schedule Updates to the Engineer for approval. Schedules shall show work that complies with all
time and order of work requirements in the contract. Scheduling terms and practices
shall conform to the standards established in *Construction Planning and Scheduling,
Second Edition*, published by the Associated General Contractors of America. Except for
Weekly Look-Ahead Schedules, all schedules shall meet these General Requirements,
and provide the following information:

1. Include all activities necessary to physically complete the project.

2. Show the planned order of work activities in a logical sequence.

3. Show durations of work activities in working days as defined in Section 1-08.5.

4. Show activities in durations that are reasonable for the intended work.

5. Define activity durations in sufficient detail to evaluate the progress of
   individual activities on a daily basis.

6. Show the physical completion of all work within the authorized contract time.

The Contracting Agency allocates its resources to a contract based on the total time
allowed in the contract. The Contracting Agency may accept a Progress Schedule
indicating an early physical completion date but cannot guarantee the Contracting
Agency’s resources will be available to meet an accelerated schedule. No additional
compensation will be allowed if the Contractor is not able to meet their accelerated
schedule due to the unavailability of Contracting Agency’s resources or for other reasons
beyond the Contracting Agency’s control.

If the Engineer determines that the Progress Schedule or any necessary Schedule Update
does not provide the required information, then the schedule will be returned to the
Contractor for correction and resubmittal.

The Engineer’s approval of any schedule shall not transfer any of the Contractor’s
responsibilities to the Contracting Agency. The Contractor alone shall remain
responsible for adjusting forces, equipment, and work schedules to ensure completion of
the work within the time(s) specified in the contract.

1-08.3(2) Progress Schedule Types
Type A Progress Schedules are required on all projects that do not contain the bid item
for Type B Progress Schedule. Type B Progress Schedules are required on all projects
that contain the bid item for Type B Progress Schedule. Weekly Look-Ahead Schedules
and Schedule Updates are required on all projects.

1-08.3(2)A Type A Progress Schedule
The Contractor shall submit five copies of a Type A Progress Schedule no later than
10 days after the date the contract is executed, or some other mutually agreed upon
submittal time. The schedule may be a critical path method (CPM) schedule, bar
chart, or other standard schedule format. Regardless of which format used, the
schedule shall identify the critical path. The Engineer will evaluate the Type A
Progress Schedule and approve or return the schedule for corrections within 15
calendar days of receiving the submittal.

1-08.3(2)B Type B Progress Schedule
The Contractor shall submit a preliminary Type B Progress Schedule no later than
five calendar days after the date the contract is executed. The preliminary Type B
Progress Schedule shall comply with all of these requirements and the requirements
of Section 1-08.3(1), except that it may be limited to only those activities occurring
within the first 60 working days of the project.

The Contractor shall submit five copies of a Type B Progress Schedule no later than
30 calendar days after the date the contract is executed. The schedule shall be a
critical path method (CPM) schedule developed by the Precedence Diagramming
Method (PDM). Restraints may be utilized, but may not serve to change the logic of
the network or the critical path. The schedule shall display at least the following
information:

18     Contract Number and Title
19     Construction Start Date
20     Critical Path
21     Activity Description
22     Milestone Description
23     Activity Duration
24     Predecessor Activities
25     Successor Activities
26     Early Start (ES) and Early Finish (EF) for each activity
27     Late Start (LS) and Late Finish (LF) for each activity
28     Total Float (TF) and Free Float (FF) for each activity
29     Physical Completion Date
30     Data Date

The Engineer will evaluate the Type B Progress Schedule and approve or return the
schedule for corrections within 15 calendar days of receiving the submittal.

1-08.3(2)C Vacant

1-08.3(2)D Weekly Look-Ahead Schedule
Each week that work will be performed, the Contractor shall submit a Weekly Look-
Ahead Schedule showing the Contractor’s and all subcontractors’ proposed work
activities for the next two weeks. The Weekly Look-Ahead Schedule shall include
the description, duration and sequence of work, along with the planned hours of
work. This schedule may be a network schedule, bar chart, or other standard
schedule format. The Weekly Look-Ahead Schedule shall be submitted to the
Engineer by the midpoint of the week preceding the scheduled work or some other
mutually agreed upon submittal time.

1-08.3(3) Schedule Updates
The Engineer may request a Schedule Update when any of the following events occur:
1. The project has experienced a change that affects the critical path.

2. The sequence of work is changed from that in the approved schedule.

3. The project is significantly delayed.

4. Upon receiving an extension of contract time.

The Contractor shall submit five copies of a Type A or Type B Schedule Update within 15 calendar days of receiving a written request, or when an update is required by any other provision of the contract. A “significant” delay in time is defined as 10 working days or 10 percent of the original contract time, whichever is greater.

In addition to the other requirements of this Section, Schedule Updates shall reflect the following information:

1. The actual duration and sequence of as-constructed work activities, including changed work.

2. Approved time extensions.

3. Any construction delays or other conditions that affect the progress of the work.

4. Any modifications to the as-planned sequence or duration of remaining activities.

5. The physical completion of all remaining work in the remaining contract time.

Unresolved requests for time extensions shall be reflected in the Schedule Update by assuming no time extension will be granted, and by showing the effects to follow-on activities necessary to physically complete the project within the currently authorized time for completion.

1-08.3(4) Measurement
No specific unit of measurement shall apply to the lump sum item for Type B Progress Schedule.

1-08.3(5) Payment
Payment will be made in accordance with Section 1-04.1, for the following bid item when it is included in the proposal:

“Type B Progress Schedule”, lump sum.

The Lump Sum price shall be full pay for all costs for furnishing the Type B Progress Schedule and preliminary Type B Progress Schedule.
Payment of 80 percent of the lump sum price will be made upon approval of the Progress Schedule.

Payment will be increased to 100 percent of the lump sum price upon completion of 80 percent of the original total contract award amount.

All costs for providing Type A Progress Schedules and Weekly Look-Ahead Schedules are considered incidental to other items of work in the contract.

No payment will be made for Schedule Updates that are required due to the Contractors operations. Schedule Updates required by events that are attributed to the actions of the Contracting Agency will be paid for in accordance with Section 1-09.4.

1-08.4 Prosecution of Work
The first sentence is revised to read:

The Contractor shall begin work within 21 calendar days from the date of execution of the contract by the Contracting Agency, unless otherwise approved in writing.

1-08.5 Time for Completion
This section is revised to read:

The Contractor shall complete all physical contract work within the number of “working days” stated in the Contract Provisions or as extended by the Engineer in accordance with Section 1-08.8. Every day will be counted as a “working day” unless it is a nonworking day or an Engineer determined unworkable day. A nonworking day is defined as a Saturday, a Sunday, a whole or half day on which the contract specifically prohibits work on the critical path of the Contractor's approved progress schedule, or one of these holidays: January 1, the third Monday of January, the third Monday of February, Memorial Day, July 4, Labor Day, November 11, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. When any of these holidays fall on a Sunday, the following Monday shall be counted a nonworking day. When the holiday falls on a Saturday, the preceding Friday shall be counted a nonworking day. The days between December 25 and January 1 will be classified as nonworking days.

An unworkable day is defined as a half or whole day the Engineer declares to be unworkable because of weather or conditions caused by the weather that prevents satisfactory and timely performance of the work shown on the critical path of the Contractor’s approved progress schedule. Other conditions beyond the control of the Contractor may qualify for an extension of time in accordance with Section 1-08.8.

Contract time shall begin on the first working day following the 21st calendar day after the date the Contracting Agency executes the contract. If the Contractor starts work on the project at an earlier date, then contract time shall begin on the first working day when onsite work begins. The contract provisions may specify another starting date for contract time, in which case, time will begin on the starting date specified.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized
working days have been used, charging of working days will cease. Each week the Engineer
will provide the Contractor a statement that shows the number of working days: (1) charged
to the contract the week before; (2) specified for the physical completion of the contract; and
(3) remaining for the physical completion of the contract. The statement will also show the
nonworking days and any half or whole day the Engineer declares as unworkable. Within 10
calendar days after the date of each statement, the Contractor shall file a written protest of any
alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient
detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing
such detailed protest in that period, the Contractor shall be deemed as having accepted the
statement as correct.

The Engineer will give the Contractor written notice of the physical completion date for all
work the contract requires. That date shall constitute the physical completion date of the
contract, but shall not imply the Secretary’s acceptance of the work or the contract.

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

1. The physical work on the project must be complete; and

2. The Contractor must furnish all documentation required by the contract and required
by law, to allow the Contracting Agency to process final acceptance of the contract.
The following documents must be received by the Project Engineer prior to
establishing a completion date:

   a. Certified Payrolls (Federal-aid Projects)
   b. Material Acceptance Certification Documents
   c. Annual Report of Amounts Paid as MBE/WBE Participants or Quarterly
      Report of Amounts Credited as DBE Participation, as required by the
   d. FHWA 47 (Federal-aid Projects)
   e. Final Contract Voucher Certification

1-08.8 Extensions of Time
Section 1-08.8 is revised to read:

The Contractor shall submit any requests for time extensions to the Engineer in writing no
later than 10 working days after the delay occurs. The requests for time extension shall be
limited to the affect on the critical path of the Contractor’s approved schedule attributable to
the change or event giving rise to the request.

To be considered by the Engineer, the request shall be in sufficient detail (as determined by
the Engineer) to enable the Engineer to ascertain the basis and amount of the time requested.
The request shall include an updated schedule that supports the request and demonstrates that
the change or event: (1) had a specific impact on the critical path, and except in cases of
concurrent delay, was the sole cause of such impact, and (2) could not have been avoided by
re-sequencing of the work or by using other reasonable alternatives. If a request combined
with previous extension requests, equals 20 percent or more of the original contract time then
the Contractor’s letter of request must bear consent of Surety. In evaluating any request, the
Engineer will consider how well the Contractor used the time from contract execution up to
the point of the delay and the effect the delay has on any completion times included in the
special provisions. The Engineer will evaluate and respond within 15 calendar days of
receiving the request.

The authorized time for physical completion will be extended for a period equal to the time
the Engineer determines the work was delayed because of:

1. Adverse weather causing the time requested to be unworkable, provided that the
   Engineer had not already declared the time to be unworkable and the Contractor has
   filed a written protest according to Section 1-08.5.

2. Any action, neglect, or default of the Contracting Agency, its officers, or employees,
   or of any other contractor employed by the Contracting Agency.

3. Fire or other casualty for which the Contractor is not responsible.

4. Strikes.

5. Any other conditions for which these Specifications permit time extensions such as:

   a. In Section 1-04.4 if a change increases the time to do any of the work
      including unchanged work.

   b. In Section 1-04.5 if increased time is part of a protest that is found to be a
      valid protest.

   c. In Section 1-04.7 if a changed condition is determined to exist that caused a
      delay in completing the contract.

   d. In Section 1-05.3 if the Contracting Agency does not approve properly
      prepared and acceptable drawings within 30 calendar days.

   e. In Section 1-07.13 if the performance of the work is delayed as a result of
      damage by others.

   f. In Section 1-07.17 if the removal or the relocation of any utility by forces
      other than the Contractor caused a delay.

   g. In Section 1-07.24 if a delay results from all the right of way necessary for
      the construction not being purchased and the special provisions does not
      make specific provisions regarding un-purchased right of way.

   h. In Section 1-08.6 if the performance of the work is suspended, delayed, or
      interrupted for an unreasonable period of time that proves to be the
      responsibility of the Contracting Agency.
i. In Section 1-09.11 if a dispute or claim also involves a delay in completing
the contract and the dispute or claim proves to be valid.

j. In Section 1-09.6 for work performed on a force account basis.

6. If the actual quantity of work performed for a bid item was more than the original
plan quantity and increased the duration of a critical activity. Extensions of time
will be limited to only that quantity exceeding the original plan quantity.

7. Exceptional causes not specifically identified in items 1 through 6, provided the
request letter proves the Contractor had no control over the cause of the delay and
could have done nothing to avoid or shorten it.

Working days added to the contract by time extensions, when time has overran, shall only
apply to days on which liquidated damages or direct engineering have been charged, such as
the following:

If substantial completion has been granted prior to all of the authorized working days
being used, then the number of days in the time extension will eliminate an equal number
of days on which direct engineering charges have accrued. If the substantial completion
date is established after all of the authorized working days have been used, then the
number of days in the time extension will eliminate an equal number of days on which
liquidated damages or direct engineering charges have accrued.
The Engineer will not allow a time extension for any cause listed above if it resulted
from the Contractor's default, collusion, action or inaction, or failure to comply with the
contract.
The Contracting Agency considers the time specified in the special provisions as sufficient to
do all the work. For this reason, the Contracting Agency will not grant a time extension for:

- Failure to obtain all materials and workers unless the failure was the result of
  exceptional causes as provided above in subsection 7;

- Changes, protests, increased quantities, or changed conditions (Section 1-04) that do
  not delay the completion of the contract or prove to be an invalid or inappropriate
  time extension request;

- Delays caused by non-approval of drawings or plans as provided in Section 1-05.3;

- Rejection of faulty or inappropriate equipment as provided in Section 1-05.9;

- Correction of thickness deficiency as provided in Section 5-05.5(1)B.

The Engineer will determine whether the time extension should be granted, the reasons for the
extension, and the duration of the extension, if any. Such determination will be final as
provided in Section 1-05.1.
SECTION 1-09, MEASUREMENT AND PAYMENT
December 4, 2006

1-09.6 Force Account
The last paragraph under “3. For Equipment” is revised to read:

Copies of the AGC/WSDOT Equipment Rental Agreement will be maintained on the
Contracting Agency’s web site at www.wsdot.wa.gov.

1-09.9(1) Retainage
The fourth paragraph is revised to read:

Release of the retainage will be made 60 days following the Completion Date (pursuant to
RCW 39.12, and RCW 60.28) provided the following conditions are met:

1. On contracts totaling more than $20,000, a release has been obtained from the
Washington State Department of Revenue.

2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with
the Contracting Agency (RCW 39.12.040).

3. A certificate of Payment of Contributions Penalties and Interest on Public Works
Contract is received from the Washington State Employment Security Department.

4. Washington State Department of Labor and Industries (per section 1-07.10) shows
the Contractor is current with payments of industrial insurance and medical aid
premiums.

5. All claims, as provided by law, filed against the retainage have been resolved. In the
event claims are filed and provided the conditions of 1, 2, 3 and 4 are met, the
Contractor will be paid such retained percentage less an amount sufficient to pay any
such claims together with a sum determined by the Contracting Agency sufficient to
pay the cost of foreclosing on claims and to cover attorney’s fees.

SECTION 2-09, STRUCTURE EXCAVATION
January 3, 2006

2-09.3(1)E Backfilling
Item 1 of the first paragraph under Compaction is revised to read:

1. Backfill supporting roadbed, roadway embankments, or structures, including backfill
providing lateral support for noise barrier wall foundations, luminaire poles, traffic signal
standards, and roadside and overhead sign structure foundations — placed in horizontal
layers no more than 6 inches thick with each layer compacted to 95 percent of the
maximum density determined by the Compaction Control Test, Section 2-03.3(14)D.
SECTION 6-02, CONCRETE STRUCTURES

December 4, 2006

6-02.3(2) Proportioning Materials

The third paragraph is revised to read:

The use of fly ash is required for Class 4000D and 4000P concrete, except that ground granulated blast furnace slag may be substituted for fly ash at a 1:1 ratio. The use of fly ash and ground granulated blast furnace slag is optional for all other classes of concrete.

6-02.3(2)A Contractor Mix Design

The first paragraph is revised to read:

The Contractor shall provide a mix design in writing to the Engineer for all classes of concrete specified in the Plans except for those accepted based on a Certificate of Compliance. No concrete shall be placed until the Engineer has reviewed the mix design. The required average 28 day compressive strength shall be selected per ACI 318, Chapter 5, Section 5.3.2. ACI 211.1 and ACI 318 shall be used to determine proportions. The proposed mix for Class 4000P shall provide a minimum fly ash or ground granulated blast furnace slag content per cubic yard of 100 pounds, and a minimum cement content per cubic yard of 600 pounds. The proposed mix for Class 4000D shall provide a minimum fly ash or ground granulated blast furnace slag content per cubic yard of 75 pounds, and a minimum cement content per cubic yard of 660 pounds. All other concrete mix designs, except those for lean concrete and commercial concrete, shall have a minimum cementitious material content of 564 pounds per cubic yard of concrete.

The following new sentence is inserted after the first sentence in the fourth paragraph.

An alternate combined aggregate gradation conforming to Section 9-03.1(5) may also be used.

6-02.3(4)A Qualification of Concrete Suppliers

The first paragraph and the entire second paragraph (1 through 4) are deleted and replaced with the following:

Batch Plant Prequalification may be obtained through one of the following methods:

1. Certification by the National Ready Mix Concrete Association (NRMCA). Information concerning NRMCA certification may be obtained from the NRMCA at 900 Spring Street, Silver Springs, MD 20910 or online at www.nrmca.org. The NRMCA certification shall be good for a two year period. When this method of certification is used the following documentation shall be submitted to the project engineer.

a. A copy of the current NRMCA Certificate of Conformance, the concrete mix design(s) (WSDOT Form 350-040), along with copies of the truck list, batch plant scale certification, admixture dispensing certification, and volumetric water batching devices (including water meters) verification.
2. Independent evaluation certified by a Professional Engineer using NRMCA checklist. The Professional Engineer shall be licensed under title 18 RCW, state of Washington, qualified in civil engineering. The independent certification using the NRMCA checklist shall be good for a two year period. When this method of certification is used the following documentation shall be submitted to the engineer.

   a. A copy of the Professional Engineer’s stamped and sealed NRMCA Verification of Inspection and Application for Certificate page from the NRMCA checklist, the concrete mix design(s) (WSDOT Form 350-040), along with copies of the truck list, batch plant scale certification, admixture dispensing certification, and volumetric water batching devices (including water meters) verification.

3. Inspection conducted by the Plant Manager, defined as the person directly responsible for the daily plant operation, using the NRMCA Plant Certification checklist. The Plant Manager certification shall be done prior to the start of a project, and every six months throughout the life of the project, and meet the following requirements:

   a. The Agreement to Regularly Check Scales and Volumetric Batching Dispensers page in the NRMCA Plant Certification checklist shall be signed by the Plant Manager and notarized.

   b. The signed and notarized Agreement to Regularly Check Scales and Volumetric Batching Dispensers page and a copy of the NRMCA Plant Certification checklist cover page showing the plant designation, address and Company operating plant shall all be submitted to the Project Engineer with the concrete mix design (WSDOT Form 350-040), along with copies of the truck list, batch plant scale certification, admixture dispensing certification, and volumetric water batching devices (including water meters) verification.

   c. The NRMCA Plant Certification checklists shall be maintained by the Plant Manager and are subject to review at any time by the Contracting Agency.

   e. Volumetric water batching devices (including water meters) shall be verified every 90 days.

6-02.3(5)C Conformance to Mix Design
   Item 2 under the first paragraph is revised to read:

   2. Fly ash and ground granulated blast furnace slag weight plus or minus 5 percent of that specified in the mix design.

6-02.3(5)H Sampling and Testing for Compressive Strength
   This section including title is revised to read:
6-02.3(5)H Sampling and Testing for Compressive Strength and Initial Curing

Acceptance testing for compressive strength shall be conducted at the same frequency as the acceptance tests for temperature, consistency, and air content.

The Contractor shall provide, and maintain cure boxes for curing concrete cylinders. The Contractor shall also provide, maintain and operate all necessary power sources and connections needed to operate the curing box. Concrete cylinders shall be cured in a cure box in accordance with WSDOT FOP for AASHTO T 23. The cure boxes shall maintain a temperature between 60°F and 80°F for concrete with specified strengths less than 6000 psi and between 68°F and 78°F for concrete with specified strengths of 6000 psi and higher. A minimum/maximum thermometer shall be installed to measure the internal temperature of the cure box. The thermometer shall be readable from outside of the box and be capable of recording the high and low temperatures in a 24-hour period. The cure boxes shall create an environment that prevents moisture loss from the concrete specimens. The top shall have a working lock and the interior shall be rustproof. A moisture-proof seal shall be provided between the lid and the box. The cure box shall be the appropriate size to accommodate the number of concrete acceptance cylinders necessary or the Contractor shall provide additional cure boxes. Once concrete cylinders are placed in the cure box, the cure box shall not be moved until the cylinders have been cured in accordance with these specifications. When concrete is placed at more than one location simultaneously, multiple cure boxes shall be provided.

The Contractor shall protect concrete cylinders in cure boxes from excessive vibration and shock waves during the curing period in accordance with Section 6-02.3(6)D.

6-02.3(6)D Protection Against Vibration

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

See the Shaft Special Provision, and Section 6-16 respectively for shaft installation, and soldier pile shaft installation operations.

The first sentence in number 3 under Prescriptive Safe Distance Method is revised to read:

(3) Equipment Class H (High Vibration) shall include pile drivers, machine operated impact tools, pavement breakers, and other large pieces of equipment.

6-02.3(11) Curing Concrete

The second paragraph is supplemented with the following:

Runoff water shall be collected and disposed of in accordance with all applicable regulations. In no case shall runoff water be allowed to enter any lakes, streams, or other surface waters.

6-02.3(16) Plans for Falsework and Formwork

The address for FEDEX delivery following the fourth paragraph is revised to read:

Washington State Department of Transportation
Bridge and Structures Engineer
7345 Linderson Way SW
6-02.3(16)A Nonpreapproved Falsework and Formwork Plans
The address for FEDEX delivery following the first paragraph is revised to read:

Washington State Department of Transportation
Bridge and Structures Engineer
7345 Linderson Way SW
Tumwater, WA 98501-6504

6-02.3(16)B Preapproved Formwork Plans
The address for FEDEX delivery following the second paragraph is revised to read:

Washington State Department of Transportation
Bridge and Structures Engineer
7345 Linderson Way SW
Tumwater, WA 98501-6504

6-02.3(24)C Placing and Fastening
The 14th paragraph is revised to read:

Clearances shall be at least:

4-inches between: Main bars and the top of any concrete masonry exposed to
the action of salt or alkaline water.

3-inches between: Main bars and the top of any concrete deposited against earth
without intervening forms.

2½-inches between: Adjacent bars in a layer. Roadway slab bars and the top of
the roadway slab.

2-inches between: Adjacent layers. Main bars and the surface of concrete exposed
to earth or weather (except in roadway slabs). Reinforcing bars and the faces of forms for exposed
aggregate finish.

1½-inches between: Main bars and the surface of concrete not exposed to earth or
weather. Slab bars and the top of the slab (except roadway slabs). Barrier and curb bars and the surface of the concrete.
Stirrups and ties and the surface of the concrete exposed to
earth or weather.

1-inch between: Slab bars and the bottom of the slab. Stirrups and ties and the
surface of the concrete not exposed to earth or weather.

6-02.3(26)A Shop Drawings
The address for FEDEX delivery under Item 1 in the first paragraph is revised to read:
Washington State Department of Transportation
Bridge and Structures Engineer
7345 Linderson Way SW
Tumwater, WA 98501-6504

6-02.3(28)A Shop Drawings
The first paragraph is revised to read:

Before casting the structural elements, the Contractor shall submit:

1. Seven sets of shop drawings for approval by the Department of Transportation
   Bridge and Structures Engineer, Construction Support, addressed as follows:
   US Postal Service
   P. O. Box 47340
   Olympia, WA 98504-7340

   FedEx
   7345 Linderson Way SW
   Tumwater, WA 98501-6504; and

2. Two sets of shop drawings to the Project Engineer.

6-02.4 Measurement
This section is supplemented with the following:

No specific unit of measure will apply to the lump sum item for cure box.

6-02.5 Payment
This section is supplemented with the following:

"Cure Box", lump sum.

The lump sum contract price for "Cure Box" shall be full pay for all costs for providing,
operating, maintaining, moving and removing the cure boxes and providing, maintaining and
operating all necessary power sources and connections needed to operate the curing boxes.

SECTION 8-20, ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, AND ELECTRICAL
December 4, 2006

8-20.3(2) Excavating and Backfilling
The third paragraph is revised to read:

The excavations shall be backfilled in conformance with the requirements of Section 2-
09.3(1)E, Structure Excavation.

8-20.3(4) Foundations
The second paragraph is revised to read:
The bottom of concrete foundations shall rest on firm ground. If the portion of the foundation beneath the existing ground line is formed or cased instead of being cast against the existing soil forming the sides of the excavation, then all gaps between the existing soil and the completed foundation shall be backfilled and compacted in accordance with Section 2-09.3(1)E.

The thirteenth paragraph is revised to read:

Both forms and ground which will be in contact with the concrete shall be thoroughly moistened before placing concrete; however, excess water in the foundation excavation will not be permitted. Foundations shall have set at least 72 hours prior to the removal of the forms. All forms shall be removed, except when the Plans or Special Provisions specifically allow or require the forms or casing to remain.

8-20.3(9) Bonding, Grounding
The first, second, and fourth paragraphs are revised to read:

All metallic appurtenances containing electrical conductors (luminaires, light standards, cabinets, metallic conduit, etc.) shall be made mechanically and electrically secure to form continuous systems, that shall be effectively grounded.

Where conduit is installed, the installation shall include an equipment ground conductor, in addition to the conductors noted in the contract. Bonding jumpers and equipment grounding conductors shall be installed in accordance with Section 9-29.3 and NEC. Where existing conduits are used for the installation of new circuits, an equipment-grounding conductor shall be installed unless an existing equipment ground conductor, which is appropriate for the largest circuit, is already present in the existing raceway. The equipment ground conductor between the isolation switch and the sign lighter fixtures shall be a minimum of a 14 AWG stranded copper conductor. Where parallel circuits are enclosed in a common conduit, the equipment-grounding conductor shall be sized by the largest overcurrent device serving any circuit contained within the conduit.

Supplemental grounding shall be provided at light standards, signal standards, cantilever and sign bridge structures. Steel sign posts which support signs with sign lighting or flashing beacons shall also have supplemental grounding. The supplemental ground conductor shall be connected to the foundation rebar (all rebar crossings shall be wire tied) by means of a grounding connector listed for use in concrete, and lead up directly adjacent to a conduit installed within the foundation. The free end of the conductor shall be terminated to the ground terminal, with an approved clamp, within the pole. If no ground terminal is provided, bond to standard or post. Three feet of slack shall be provided inside the standard. Where a concrete and rebar foundation is not used the supplemental ground shall be a grounding electrode placed in the hole next to the post prior to back fill. For light standards, signal standards, cantilever and sign bridge structures the supplemental grounding conductor shall be a non-insulated 4 AWG stranded copper conductor. For steel sign posts which support signs with sign lighting or flashing beacons the supplemental grounding conductor shall be a non-insulated 6 AWG stranded copper conductor.
8-20.3(14E) Signal Standards
The second paragraph is revised to read:

Signal standards shall not be erected on concrete foundations until the foundations have attained 2400 psi or 14 days after concrete placement. Signal standards without mast arms may be erected after 72 hours. Type IV and V strain pole standards may be erected but the messenger cable (span wire) shall not be placed until the foundation has attained 2400 psi or 14 days after concrete placement.

SECTION 9-29, ILLUMINATION, SIGNAL, ELECTRICAL
December 4, 2006

9-29.2 Junction Boxes
Section 9-29.2 including title is revised to read:

9-29.2 Junction Boxes, Cable Vaults and Pull Boxes
9-29.2(1) Standard Junction Box
This section including title is revised to read:

9-29.2(1) Standard Duty and Heavy Duty Junction Boxes
For the purposes of this specification concrete is defined as Portland Cement Concrete and non-concrete is all others.

Standard Duty Junction Boxes are defined as Type 1, 2, 7 and 8, and Heavy Duty Junction Boxes are defined as Type 4, 5, and 6.

The contractor shall provide shop drawings if their manufacturing process or standard production model includes any deviation from the Standard Plan. For each type of junction box, or whenever there is a design change to the junction box, a proof test, as defined in this specification, shall be performed once in the presence of the Engineer.

This section is supplemented with the following new subsections:

9-29.2(1)A Standard Duty Junction Boxes
All Standard Duty Junction Boxes shall have a minimum load rating of 22,500 pounds and be tested in accordance with 9-29.2(1)C. A complete Type 7 or Type 8 Junction Box includes the spread footing shown in the Standard Plans.

Concrete Junction Boxes
The Standard Duty Concrete Junction Box steel frame, lid support, and lid shall be painted with a black paint containing rust inhibitors or painted with a shop applied, inorganic zinc primer in accordance with Section 6-07.3, or hot dip galvanized in accordance with ASTM A 111.

Concrete used in Standard Duty Junction Boxes shall have a minimum compressive strength of 6000 psi when reinforced with a welded wire hoop, or 4000 psi when reinforced with welded wire fabric or fiber reinforcement. The frame shall be anchored to the box by welding the wire fabric to the frame or by welding headed studs 3/8 inch x
3 inches long, as specified in section 9-06.15, to the frame. The wire fabric shall be attached to the studs and frame with standard tie practices. The box shall contain ten studs located near the centerline of the frame and box wall. The studs shall be placed one anchor in each corner, one at the middle of each width and two equally spaced on each length of the box.

Material for Type 1, 2, 7 and 8 Concrete Junction Boxes shall conform to the following:

<table>
<thead>
<tr>
<th>Material</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>6-02</td>
</tr>
<tr>
<td>Reinforcing Steel</td>
<td>9-07</td>
</tr>
<tr>
<td>Fiber Reinforcing</td>
<td>ASTM C 1116, Type III</td>
</tr>
<tr>
<td>Lid</td>
<td>ASTM A786 diamond plate steel</td>
</tr>
<tr>
<td>Frame</td>
<td>ASTM A786 diamond plate steel or ASTM A36 flat steel</td>
</tr>
<tr>
<td>Lid Support &amp; Handle</td>
<td>ASTM A36 steel</td>
</tr>
<tr>
<td>Anchors (studs)</td>
<td>9-06.15</td>
</tr>
</tbody>
</table>

Non-concrete Junction Boxes
Material for the non-concrete junction boxes shall be of a quality that will provide for a similar life expectancy as Portland Cement Concrete in a direct burial application.

Type 1, 2, 7, and 8 non-concrete junction boxes shall have a Design Load of 22,500 lbs. and shall be tested in accordance with 9-29.2(1)c. Non-concrete junction boxes shall be gray in color and have an open bottom design with approximately the same inside dimensions, and present a load to the bearing surface that is less than or equal to the loading presented by the concrete junction boxes shown in the Standard Plans. Non-concrete junction box lids shall include a pull slot and shall be secured with two ½ inch stainless steel hex-head bolts factory coated with anti-seize compound and recessed into the cover. The tapped holes for the securing bolts shall extend completely through the box to prevent accumulation of debris. Bolts shall conform to ASTM F 593, stainless steel.

9-29.2(1)c Heavy Duty Junction Boxes
Heavy Duty Junction Boxes shall be concrete and have a minimum vertical load rating of 46,000 pounds without permanent deformation and 60,000 pounds without failure when tested in accordance with 9-29.2(1)c.

The Heavy Duty Junction Box steel frame, lid support and lid shall be painted with a shop applied, inorganic zinc primer in accordance with Section 6-07.3

The concrete used in Heavy Duty Junction Boxes shall have a minimum compressive strength of 4000 PSI.

Material for Type 4, 5, and 6 Concrete Junction Boxes shall conform to the following:

<table>
<thead>
<tr>
<th>Material</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>6-02</td>
</tr>
<tr>
<td>Reinforcing Steel</td>
<td>9-07</td>
</tr>
<tr>
<td>Lid</td>
<td>ASTM A786 diamond plate steel, rolled</td>
</tr>
</tbody>
</table>
The lid stiffener plates shall bear on the frame, and be milled so that there is full even contact, around the perimeter, between the bearing seat and lid stiffener plates, after fabrication of the frame and lid. The bearing seat and lid perimeter bar shall be free from burrs, dirt and other foreign debris that would prevent solid seating. Bolts and nuts shall be liberally coated with anti-seize compound. Bolts shall be installed snug tight. The bearing seat and lid perimeter bar shall be machined to allow a minimum of 75% of the bearing areas to be seated with a tolerance of 0.0 to 0.005 inches measured with a feeler gage. The bearing area percentage will be measured for each side of the lid as it bears on the frame.

9-29.2(I)C Testing Requirements
Junction boxes shall be tested by an independent materials testing facility, and a test report issued documenting the results of the tests performed.

For concrete junction boxes the independent testing lab shall meet the requirements of AASHTO R 18 for Qualified Tester and Verified Test Equipment. The test shall be conducted in the presence of and signed off by the Engineer or a designated representative. The Contractor shall give the Engineer 30 days notice prior to testing. One copy of the test report shall be furnished to the Contracting Agency certifying that the box and cover meet or exceed the loading requirements for a concrete junction box, and shall include the following information:

1. Product identification.
2. Date of testing.
3. Description of testing apparatus and procedure.
4. All load deflection and failure data.
5. Weight of box and cover tested.
6. Upon completion of the required test(s) the box shall be loaded to failure.
7. A brief description of type and location of failure.

For non-concrete junction boxes the testing facility shall be a Nationally Recognized Testing Laboratory (witnessing is not required). One copy of the test report shall be furnished to the Contracting Agency certifying that the box and cover meet or exceed the loading requirements for a non-concrete junction box, and shall include the following information:

1. Product identification.
2. Date of testing.
3. Description of testing apparatus and procedure.
4. All load deflection data.
5. Weight of box and cover tested.
Testing for Standard Duty Concrete Junction Boxes

Standard Duty Concrete Junction Boxes shall be load tested to 22,500 pounds. The test load shall be applied uniformly through a 10-inch x 10-inch x 1-inch steel plate centered on the lid. The test load shall be applied and released ten times, and the deflection at the test load and released state shall be recorded for each interval. At each interval the junction box shall be inspected for lid deformation, failure of the lid/frame welds, vertical and horizontal displacement of the lid/frame, cracks, and concrete spalling.

Concrete junction boxes will be considered to have withstood the test if none of the following conditions are exhibited:

1. Permanent deformation of the lid or any impairment to the function of the lid.
2. Vertical or horizontal displacement of the lid frame.
3. Cracks wider than 0.012 inches that extend 12 inches or more.
4. Fracture or cracks passing through the entire thickness of the concrete.
5. Spalling of the concrete.

Testing for the Standard Duty non-concrete Junction Boxes

Non-concrete Junction Boxes shall be tested to a minimum of 22,500 lbs as defined in the ANSI/SCTE 77-2002 Tier 15 test method. In addition the contractor shall provide a Manufacture Certificate of Compliance for each non-concrete junction box installed.

Testing for Heavy Duty Junction Boxes

Heavy Duty Junction Boxes shall be load tested to 46,000 pounds. The test load shall be applied vertically through a 10-inch x 20-inch x 1-inch steel plate centered on the lid with an orientation both on the long axis and the short axis of the junction box. The test load shall be applied and released ten times on each axis. The deflection at the test load and released state shall be recorded for each interval. At each interval the test box shall be inspected for lid deformation, failure of the lid or frame welds, vertical and horizontal displacement of the lid frame, cracks, and concrete spalling. After the twentieth loading interval the test shall be terminated with a 60,000 pound load being applied vertically through the steel plate centered on the lid and with the long edge of steel plate orientated parallel to the long axis of the box.

Heavy Duty Junction Boxes will be considered to have withstood the 46,000 pounds test if none of the following conditions are exhibited:

1. Permanent deformation of the lid or any impairment to the function of the lid.
2. Vertical or horizontal displacement of the lid frame.
3. Cracks wider than 0.012-inches that extend 12-inches or more.
4. Fracture or cracks passing through the entire thickness of the concrete.
5. Spalling of the concrete.

Heavy Duty Junction Boxes will be considered to have withstood the 60,000 pounds test if all of the following conditions are exhibited:

1. The lid is operational.
2. The lid is securely fastened.
3. The welds have not failed.
4. Permanent dishing or deformation of the lid is 1/4 inch or less.
5. No buckling or collapse of the box.

9-29.2 (2) Vacant
This section including title is revised to read:

9-29.2(2) Standard Duty and Heavy Duty Cable Vaults and Pull Boxes
Standard Duty and Heavy Duty Cable Vaults and Pull Boxes shall be constructed as a concrete box and as a concrete lid. The lid for the Heavy Duty and Standard Duty Cable Vaults and Pull Boxes shall be interchangeable and both shall fit the same box as shown in the Standard Plans.

The Contractor shall provide shop drawings if their manufacturing process or standard production model includes any deviation from the Standard Plan. For each type of box or whenever there is a design change to the Cable Vault or Pull box, a proof test, as defined in this specification, shall be performed once in the presence of the Engineer.

This section is supplemented with the following new sections:

9-29.2(2)A Standard Duty Cable Vaults and Pull Boxes
Standard Duty Cable Vaults and Pull boxes shall be concrete and have a minimum load rating of 22,500 pounds and be tested in accordance with 9-29.2(1)C for concrete Standard Duty Junction Boxes.

Concrete for standard duty cable vaults and pull boxes shall have a minimum compressive strength of 4000 psi. The frame shall be anchored to the vault/box by welding the wire fabric to the frame or by welding headed studs 3/8 inch x 3 inches long, as specified in Section 9-06.15, to the frame. The wire fabric shall be attached to the studs and frame with standard tie practices. The vault/box shall contain ten studs located near the centerline of the frame and wall. Studs shall be placed one anchor in each corner, one at the middle of each width and two equally spaced on each length of the vault/box. The steel frame, lid support, and lid shall be painted with a black paint containing rust inhibitors or painted with a shop applied, inorganic zinc primer in accordance with Section 6-07.3 or hot dip galvanized in accordance with ASTM A 111.

Material for Standard Duty Cable Vaults and Pull Boxes shall conform to the following:

<table>
<thead>
<tr>
<th>Material</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>Section 6-02</td>
</tr>
<tr>
<td>Reinforcing Steel</td>
<td>Section 9-07</td>
</tr>
<tr>
<td>Lid</td>
<td>ASTM A786 diamond plate steel</td>
</tr>
<tr>
<td>Frame</td>
<td>ASTM A786 diamond plate steel or ASTM A36 flat steel</td>
</tr>
<tr>
<td>Lid Support &amp; Handle</td>
<td>ASTM A36 steel</td>
</tr>
<tr>
<td>Anchors (studs)</td>
<td>Section 9-06.15</td>
</tr>
<tr>
<td>Bolts, Nuts, Washers</td>
<td>ASTM F593 or A 193, type 304 or 316</td>
</tr>
</tbody>
</table>
9-29.2B Heavy Duty Cable Vaults and Pull Boxes

Heavy Duty Cable Vaults and Pull Boxes shall be constructed of concrete having a minimum compressive strength of 4000 psi, and have a minimum vertical load rating of 46,000 pounds without permanent deformation and 60,000 pounds without failure when tested in accordance with Section 9-29.2(1)C for Heavy Duty Junction Boxes.

Material for Heavy Duty Cable Vaults and Pull boxes shall conform to the following:

Concrete: Section 6-02
Reinforcing Steel: Section 9-07
Cover: Section 9-05.15(1)
Ring: Section 9-05.15(1)
Anchors (studs): Section 9-06.15
Bolts, Nuts, Washers: ASTM F593 or A193, type 304 or 316

9-29.2(4) Cover Markings
The first sentence of the first paragraph is revised to read:

Junction boxes, cable vaults, and pull boxes with metallic lids shall be marked with the appropriate legend in accordance with the bead weld details in the Standard Plans. Non-metallic lids shall be embossed with the appropriate legend and a non-skid surface. Legends for metallic lids and non-metallic lids shall be 1-inch nominal height.

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

Junction boxes, cable vaults and pull boxes shall be marked or embossed for use in accordance with the plans and following schedule:

9-29.6(2) Slip Base Hardware
The last sentence in the first paragraph is revised to read:

Plate washers shall conform to ASTM A 36, and also shall conform to the flatness tolerances specified in AASHTO M 293 for circular washers.

9-29.6(5) Foundation Hardware
The second and third paragraphs are revised to read:

Anchor bolts, and associated nuts and washers, for Type CCTV, II, III, IV, and V signal standards and luminaire poles shall conform to Section 9-06.5(4). Anchor rods conforming to ASTM A 449 may be substituted, provided that the galvanized ASTM A 449 anchor rods having an ultimate tensile strength above 145 ksi shall be tested for embrittlement in accordance with either ASTM A 143 (if the rod length is equal to or greater than five times the bolt diameter) or ASTM F 606 Section 7 (if the rod length is less than five times the nominal bolt diameter).

All foundation hardware shall be 100% hot-dipped galvanized in accordance with AASHTO M 111 and AASHTO M 232.
Special Provisions
SPECIAL PROVISIONS

The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2006 Standard Specifications for Road, Bridge and Municipal Construction, and the foregoing Amendments to the Standard Specifications.

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

(date) General Special Provision
(Revised GSP) Notes a revision to a General Special Provision
(Project Specific Special Provision) Notes a Project Specific Special Provision
(Regions¹ date) Region Special Provision
(BSP date) Bridges and Structures Special Provision

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

Region Special Provisions are commonly applicable within the designated Region. Region designations are as follows:

<table>
<thead>
<tr>
<th>Regions¹</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ER</td>
<td>Eastern Region</td>
</tr>
<tr>
<td>NCR</td>
<td>North Central Region</td>
</tr>
<tr>
<td>NWR</td>
<td>Northwest Region</td>
</tr>
<tr>
<td>OR</td>
<td>Olympic Region</td>
</tr>
<tr>
<td>SCR</td>
<td>South Central Region</td>
</tr>
<tr>
<td>SWR</td>
<td>Southwest Region</td>
</tr>
<tr>
<td>WSF</td>
<td>Washington State Ferries Division</td>
</tr>
</tbody>
</table>

Bridges and Structures Special Provisions are similar to Standard Specifications in that they typically apply to many projects, usually in more than one Region. Usually, the only difference from one project to another is the inclusion of variable project data, inserted as a “fill-in”.

Project Specific Special Provisions normally appear only in the contract for which they were developed.

DIVISION I
GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(March 13, 1995)

This contract provides for the replacement of in-pavement loops with COUNTY SUPPLIED video detection equipment for presence on all four legs at the intersection of Keys Road and Terrace Heights Drive., all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications. The Contractor shall make arrangements with the Engineer to visit the site prior to submitting a bid.
1 FUNDS
(******)
Yakima County Funds are involved in the installation of this Video Detection System.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions
(May 25, 2006 APWA GSP)

This Section is supplemented with the following:

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

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

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

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

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

Contract Documents
See definition for “Contract”.
Contract Time The period of time established by the terms and conditions of the contract within which the work must be physically completed.

Dates
Bid Opening Date
The date on which the Contracting Agency publicly opens and reads the bids.

Award Date
The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive bidder for the work.
Contract Execution Date
The date the Contracting Agency officially binds the agency to the contract.
Notice to Proceed Date
The date stated in the Notice to Proceed on which the contract time begins.
Substantial Completion Date
The day the Engineer determines the Contracting Agency has full and unrestricted use and
benefit of the facilities, both from the operational and safety standpoint, and only minor
incidental work, replacement of temporary substitute facilities, or correction or repair remains
for the physical completion of the total contract.

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

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

Final Acceptance Date
The date on which the Contracting Agency accepts the work as complete.

Notice of Award
The written notice from the Contracting Agency to the successful bidder signifying the
Contracting Agency’s acceptance of the bid.

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

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

1-02  BID PROCEDURES AND CONDITIONS

1-02.1  Prequalification of Bidders
Delete this Section and replace it with the following:

1-02.1  Qualifications of Bidder
(October 1, 2005 APWA GSP)

Bidders shall be qualified by experience, financing, equipment, and organization to do the
work called for in the Contract Documents. The Contracting Agency reserves the right to take
whatever action it deems necessary to ascertain the ability of the bidder to perform the work
satisfactorily.
1-02.2  Plans and Specifications  
(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

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

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

<table>
<thead>
<tr>
<th>To Prime Contractor</th>
<th>No. of Sets</th>
<th>Basis of Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reduced plans (17&quot; x 11&quot;) and Contract Provisions</td>
<td>4</td>
<td>Furnished automatically upon award.</td>
</tr>
<tr>
<td>Large plans (22&quot; x 34&quot;) and Contract Provisions</td>
<td>0</td>
<td>Furnished only upon request.</td>
</tr>
</tbody>
</table>

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

(March 13, 1995)

1-02.4 Examination Of Plans, Specifications And Site Of Work
Section 1-02.4, is supplemented with the following:

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

Yakima County Department of Public Services  
128 North Second Street, Fourth Floor, Yakima County Courthouse  
Yakima, WA 98901-2614

1-02.5  Proposal Forms  
(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

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

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

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

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

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

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

1-02.6 Preparation Of Proposal
(August 2, 2004)
The fifth and sixth paragraphs of Section 1-02.6 are deleted.

1-02.7 Bid Deposit
October 1, 2005 APWA GSP

Supplement this section with the following:

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

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

1-02.9 Delivery of Proposal
(October 1, 2005 APWA GSP)

Revise the first paragraph to read:

Each proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Advertisement for Bids clearly marked on the outside of the envelope, or as otherwise stated in the Bid Documents, to ensure proper handling and delivery.
1-02.12 Public Opening of Proposals

The Bid opening date for this project shall be April 11, 2007.

Sealed bids shall be received at the following location before the specified time:

Board of County Commissioners of Yakima County, Room 232, Yakima County Courthouse, Yakima, Washington 98901, until 2:00 p.m. of the bid opening date.

The County shall not consider proposals it receives after the time specified above. No oral, telephone, facsimile, or telegraphic bids or modifications shall be considered or accepted.

The bids shall be publicly opened and read after 2:00 p.m. on this date.

1-02.13 Irregular Proposals
(October 1, 2005 APWA GSP)

Revise item 1 to read:

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

1-02.14 Disqualification of Bidders
(October 1, 2005 APWA GSP)

Revise this section to read:

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

1. More than one proposal is submitted for the same project from a bidder under the same or different names;
2. Evidence of collusion exists with any other bidder or potential bidder. Participants in collusion will be restricted from submitting further bids;
3. The bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the bidder;
4. An unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; progress; affirmative action; equal employment opportunity practices; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women’s Business Enterprise utilization;
5. There is uncompleted work (Contracting Agency or otherwise) which might hinder or prevent the prompt completion of the work bid upon;
6. The bidder failed to settle bills for labor or materials on past or current contracts;
7. The bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract;
8. The bidder is unable, financially or otherwise, to perform the work;
9. A bidder is not authorized to do business in the State of Washington (not registered in accordance with RCW 18.27);
10. There are any other reasons deemed proper by the Contracting Agency.

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

Revise this section to read:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:
1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. A copy of State of Washington Contractor’s Registration, or
8. any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

1-03 AWARD AND EXECUTION OF CONTRACT

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

Revise the first paragraph to read:

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

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

Revise this section to read:

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

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

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

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

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

Revise the first paragraph to read:

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

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

1-04 SCOPE OF THE WORK

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda
(October 1, 2005 APWA GSP)

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
1. Addenda,
2. Proposal Form,
3. Special Provisions, including APWA General Special Provisions, if they are included,
4. Contract Plans,
5. Amendments to the Standard Specifications,
6. WSDOT/APWA Standard Specifications for Road, Bridge and Municipal Construction,
7. Contracting Agency’s Standard Plans (if any), and
8. WSDOT/APWA Standard Plans for Road, Bridge, and Municipal Construction.

1-05 CONTROL OF WORK

1-05.7 Removal of Defective and Unauthorized Work
(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.
Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor’s unauthorized work.

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

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

1-05.13 Superintendents, Labor and Equipment of Contractor
(May 25, 2006 APWA GSP)

Revise the seventh paragraph to read:

Whenever the Contracting Agency evaluates the Contractor’s qualifications pursuant to Section 1-02.1, it will take these performance reports into account.

Add the following new section:

1-05.16 Water and Power
(October 1, 2005 APWA GSP)

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

Add the following new section:

1-05.17 Oral Agreements
(October 1, 2005 AWPA GSP)

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

1-06 CONTROL OF MATERIAL

Foreign Made Materials
Section 1-06 is supplemented with the following:
(March 13, 1995)
The major quantities of steel and iron construction material that is permanently incorporated into the project shall consist of American-made materials only.
The Contractor may utilize minor amounts of foreign steel and iron in this project provided the cost of the foreign material used does not exceed one-tenth of one percent of the total contract cost or $2,500.00, whichever is greater.

American-made material is defined as material having all manufacturing processes occur in the United States. The action of applying a coating to steel or iron is deemed a manufacturing process. Coating includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that protects or enhances the value of steel or iron. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron. The following are considered to be steel manufacturing processes:

1. Production of steel by any of the following processes:
   a. Open hearth furnace.
   b. Basic oxygen.
   c. Electric furnace.
   d. Direct reduction.

2. Rolling, heat treating, and any other similar processing.

3. Fabrication of the products.
   a. Spinning wire into cable or strand.
   b. Corrugating and rolling into culverts.
   c. Shop fabrication.

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

(October 25, 1999)

The following items of work containing steel or iron construction materials are considered to be temporary and are excluded from the requirements for American-made materials described in the above paragraphs:

- Temporary casing and casing shoring for shafts
- Temporary shoring for excavation
- Piles, bracing, rails, etc. for the temporary work platform for construction of the new bridge and the temporary work trestle for removal of the existing bridge
- Girder launching truss and the temporary piles that support it
1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.2 State Sales Tax

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

1-07.2 State Sales Tax
(October 1, 2005 APWA GSP)

1-07.2(1) General

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

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

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

1-07.2(2) State Sales Tax — Rule 171

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

1-07.2(3) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and as part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and
installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation. For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

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

1-07.2(4) Services

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

1-07.9 Wages

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

(October 6, 2003)
The Federal wage rates incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor General Decision No. WA030001.

(January 7, 2002)
Application of Wage Rates For The Occupation Of Landscape Construction
State prevailing wage rates for public works contracts are included in this contract and show a separate listing for the occupation:

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

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

Laborers with the occupation description, Landscaping or Planting, or

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

If Federal wage rates include one or more rates specified as applicable to landscaping work, then Federal wage rates for all occupation descriptions, specific or general, must be considered and compared with corresponding State wage rates. The higher wage rate, either State or Federal, becomes the minimum wage rate for the work performed in that occupation.
If Federal wage rates do not include any rates specified as applicable to landscaping work, the Contractor shall assume the Federal wage rates did not take landscaping into consideration. In these instances the minimum wage rate shall be the State wage rate for the occupations specified as applicable to landscape construction.

1-07.11 Requirements For Nondiscrimination

Section 1-07.11 is supplemented with the following:

(March 6, 2000)

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


2. The goals and timetables for minority and female participation set by the Office of Federal Contract Compliance Programs, expressed in percentage terms for the Contractor's aggregate work force in each construction craft and in each trade on all construction work in the covered area, are as follows:

Women - Statewide

<table>
<thead>
<tr>
<th>Timetable</th>
<th>Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Until further notice</td>
<td>6.9%</td>
</tr>
</tbody>
</table>

Minorities - by Standard Metropolitan Statistical Area (SMSA)

Yakima, WA:

SMSA Counties:
Yakima, WA
WA Yakima.

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

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, in each construction craft and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goal shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
3. The Contractor shall provide written notification to the Engineer within 10 working days of award of any construction subcontract in excess of $10,000 or more that are Federally funded, at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

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

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

1. As used in these specifications:

   a. Covered Area means the geographical area described in the solicitation from which this contract resulted;

   b. Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. Employer Identification Number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;

   d. Minority includes:

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

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

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

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

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

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

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

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

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

7. The Contractor shall take specific affirmative actions to ensure equal employment
opportunity. The evaluation of the Contractor's compliance with these specifications
shall be based upon its effort to achieve maximum results from its action. The
Contractor shall document these efforts fully, and shall implement affirmative action
steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have
employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to
minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special Provision provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensure that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include, for each employee, their name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractors will not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
Disadvantaged Business Enterprise Participation

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

DBE Goals

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

Affirmative Efforts to Solicit DBE Participation

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

1. Advertise opportunities for Subcontractors or suppliers in a manner reasonably designed to provide DBEs capable of performing the work with timely notice of such opportunities. All advertisements should include a provision encouraging participation by DBE firms and may be done through general advertisements (e.g. newspapers, journals, etc.) or by soliciting bids/proposals directly from DBEs.

2. Utilize the services of available minority community-based organizations, minority contractor groups, local minority assistance offices and organizations that provide assistance in the recruitment and placement of DBEs and other small businesses.

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

Seattle: (206) 553-7356
Tacoma: (253) 680-7393

3. Establish delivery schedules, where requirements of the contract allow, that encourage participation by DBEs and other small businesses.

4. Achieve attainment through joint ventures.

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

DBE Eligibility (for reporting purposes only)

Selection of DBEs:

DBEs utilized on the contract will be eligible to be counted as race neutral participation only if the firm is identified as a DBE on the current list of firms certified by the Office of Minority and Women's Business Enterprises (OMWBE), the DBE firm is certified in the corresponding NAICS code(s) for the type of work to be performed, and the DBE firm performs a commercially useful function. A list of firms certified by OMWBE, including the NAICS codes for which they are certified, is available from that office and on line through their website (www.omwbe.wa.gov/directory/directory.htm) or by telephone at (360) 704-1181.
Counting DBE Participation For Reporting Race Neutral Accomplishments

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

1. Count the entire amount of the portion of the contract that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE Subcontractor purchases or leases from the Prime Contractor or its affiliate, unless the Prime Contractor is also a DBE). Work performed by a DBE, utilizing resources of the Prime Contractor or its affiliates will not be counted as race-neutral participation. In very rare situations, a DBE firm may utilize equipment and/or personnel from a non-DBE firm other than the Prime Contractor or its affiliates. Should this situation arise, the arrangement must be short-term and have prior written approval from the Contracting Agency. The arrangement must not erode a DBE firm's ability to perform a Commercially Useful Function (See discussion of CUF, below).

2. Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance.

3. When a DBE Subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted as race neutral participation only if the DBE's lower tier Subcontractor is also a DBE. Work that a DBE Subcontracts to a non-DBE firm does not count as race neutral participation.

4. When a non-DBE subcontractor further subcontracts to a lower-tier subcontractor or supplier who is a certified DBE, then that portion of the work further subcontracted may be counted toward the DBE goal, so long as it is a distinct clearly defined portion of the work of the subcontract that the DBE is performing with its own forces in a commercially useful function.

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

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

Commercially Useful Function
Payments to a DBE firm will count as race neutral participation only if the DBE is performing a commercially useful function on the contract.

1. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform
a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (if applicable) and paying for the material itself.

2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

**Trucking**

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

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is listed on a particular contract.

2. The DBE must itself own and, with its own workforce, operate at least one fully licensed, insured, and operational truck used on the contract.

3. The DBE receives credit only for the total value of the transportation services it provides on the contract using trucks it owns or leases, insures, and operates with drivers it employs.

4. For purposes of this paragraph a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

5. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE may report race-neutral participation for the total value of the transportation services the lessee DBE provides on the contract.

6. The DBE may also lease trucks from a non-DBE firm and may enter an agreement with an owner-operator who is a non-DBE. The DBE who leases trucks from a non-DBE or employs a non-DBE owner-operator is entitled to count race-neutral participation only for the fee or commission it receives as a result of the lease arrangement. The DBE may not count the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

7. In any lease or owner-operator situation, as described in paragraphs 5 & 6 above, the following rules shall apply:

   - The DBE is limited to leasing or renting two additional trucks for each truck owned by the DBE trucking firm. The total number of leased or rented trucks shall include owner-operator arrangements.
- A written lease/rental agreement on all trucks leased or rented, showing the true ownership and the terms of the rental must be submitted and approved by the Contracting Agency prior to the beginning of the work. The agreement must show the lessee's name, trucks to be leased, and agreed upon amount or method of payment (hour, ton, or per load). All lease agreements shall be for a long-term relationship, rather than for the individual project. Does not apply to owner-operator arrangements.

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

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

**Expenditures paid to other DBEs**

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

**Manufacturer**

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

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

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

**Regular Dealer**

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

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

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

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

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

**Materials or Supplies Purchased from a DBE**

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

**Procedures Between Award and Execution**

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

A list of all firms who submitted a bid or quote in an attempt to participate in this project
whether they were successful or not. Include the correct business name, federal employer
identification number (optional) and a mailing address.

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

1. age of the firm

2. average of its gross annual receipts over the past three-years
Procedures After Execution

Reporting
The Contractor shall submit a “Quarterly Report of Amounts Credited as DBE Participation” (actual payments) on a quarterly basis for any calendar quarter in which DBE work is accomplished or upon completion of the project, as appropriate. The quarterly reports are due on January 20th, April 20th, July 20th, and October 20th of each year. The dollars reported will be in accordance with the “Counting DBE Participation For Reporting Race Neutral Participation” section of this specification.

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

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

(March 13, 1995)

1-07.12 Federal Agency Inspection
Section 1-07.12 is supplemented with the following:

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

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

(******)

1-07.17 Utilities And Similar Facilities
Section 1-07.17 is supplemented with the following:

Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification. Public and private utilities, or their contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or
these Special Provisions. Such adjustment, relocation, replacement, or construction will be
done during the prosecution of the work for this project.
The Contractor shall coordinate his work with the ongoing operations of the Naches-Cowiche
Canal Company and the City of Yakima Water/Irrigation Department. This coordination
shall include a meeting on site prior to the start of construction to address such issues as
access for irrigation personnel and equipment.
The following addresses and telephone numbers of utility companies known or suspected of
having facilities within the project limits are supplied for the Contractor's convenience:

PPL  
Mike Paulson  
500 N Keyes Road  
Yakima, WA 98901  
(509) 575-3158

Yakima County Technology Services  
Dean Heinen  
217 N. 1st Street  
Yakima, WA 98901  
(509) 574-1979

Sprint Telephone
Phil Hill
405 S. 5th St.
Sunnyside, Wa 98944
(509) 839-6660

Qwest
Oscar Cuevas
8 South 2nd Avenue Room 304
Yakima, Wa 98902
(509) 575-7185

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

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

Street right of way lines, limits of easements, and limits of construction permits are indicated
in the Plans. The Contractor's construction activities shall be confined within these limits,
unless arrangements for use of private property are made.
Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way
and easements, both permanent and temporary, necessary for carrying out the work.
Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's
attention by a duly issued Addendum.
Whenever any of the work is accomplished on or through property other than public right of
way, the Contractor shall meet and fulfill all covenants and stipulations of any easement
agreement obtained by the Contracting Agency from the owner of the private property. Copies
of the easement agreements may be included in the Contract Provisions or made available to
the Contractor as soon as practical after they have been obtained by the Engineer.
Whenever easements or rights of entry have not been acquired prior to advertising, these areas
are so noted in the Plans. The Contractor shall not proceed with any portion of the work in
areas where right of way, easements or rights of entry have not been acquired until the
Engineer certifies to the Contractor that the right of way or easement is available or that the
right of entry has been received. If the Contractor is delayed due to acts of omission on the
part of the Contracting Agency in obtaining easements, rights of entry or right of way, the
Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.
Each property owner shall be given 48 hours notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.
The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date can be established.

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters
(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference
(May 25, 2006 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:
1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction meeting the following:
1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.
1-08.1 Subcontracting

Section 1-08.1 is supplemented with the following:

(October 12, 1998)
Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed. This certification shall also guarantee that these subcontract agreements include all the documents required by the Special Provision Federal Agency Inspection.

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

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

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

1-08.4 Notice to Proceed and Prosecution of the Work

(October 1, 2005 APWA GSP)

Revise this section to read:

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

1-08.5 Time For Completion

(March 13, 1995)

Section 1-08.5 is supplemented with the following:

This project shall be physically completed within 10 working days.
Revise the fourth and fifth paragraphs to read:

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

Revise the seventh paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
   a. Certified Payrolls (Federal-aid Projects)
   b. Material Acceptance Certification Documents
   d. FHWA 47 (Federal-aid Projects)
   e. Final Contract Voucher Certification
   f. Property owner releases per Section 1-07.24

1-09 MEASUREMENT AND PAYMENT

1-09.13(3) Claims $250,000 or Less
(October 1, 2005 APWA GSP; may be used on FHWA-funded projects)

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

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

Revise the third paragraph to read:

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

DIVISION 8
MISCELLANEOUS CONSTRUCTION

8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, AND ELECTRICAL

8-20.1 Description

Section 8-20.1 add the following to the first paragraph below Item 3.:

(******)

4. Video Detection System.

8-20.2 Materials

Section 8-20.2 is supplemented with the following:

(******)

The engineer reserves the right to call for a sample to be delivered within seven (7) calendar days after notification whether in writing or by telephone conversation. It is the responsibility of the Contractor to coordinate approvals, ordering, delivery dates, and installation of material and equipment to produce an accepted workable complete system by the stated completion date.

The Engineer shall provide the following materials purchased from Kar-Gor, Inc. to be incorporated into the project by the Contractor:

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<td>TRAFICON VIP 3.2</td>
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<tr>
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<td>4</td>
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<tr>
<td>SUNSHEILD-LTC HS 9388SS</td>
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<tr>
<td>TRAFICON VIEWCOM</td>
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</table>
Kar-Gor, Inc., shall install all equipment in the existing 332 traffic signal controller cabinet and make all terminations of the cable at the cameras and in the controller cabinet. The contractor shall coordinate with Gordon Dale of Kar-Gor Inc., 2769 19th St., SE, P.O. Box 5948, Salem, Oregon 97302, Telephone No. (503) 315-9899, Fax No. (503) 315-9913

The Contractor shall notify Ken Frenzel to arrange pick up of the above equipment at the number below:
(509) 574-2317, located at the Yakima County Road Maintenance Operations site at 1216 S. 18th Street, Yakima, WA 98901

8-20.3(1) General

Section 8-20.3(1) is supplemented with the following:
(******)
The Contractor shall obtain all required permits and licenses. All electrical work will require inspection and approval by the Washington State Department of Labor and Industries, Electrical Inspection Division.

Section 8-20.4 is supplemented with the following:
(******)
No specific unit of measurement will apply to Bid Item “Video Detection System Complete”, Lump Sum.

8-20.3(8) Wiring

(******)
All coaxial cables shall be hand-pulled and at least 10 ft. slack left at the cabinet end. The cables shall heat shrink end caps installed prior to aerial or underground installation of the cables to prevent moisture entry into the cable. All existing loop connection terminals being replaced by the video cable connections shall be terminated as per standard specifications.

8-20.3(11) Testing
Section 8-20.3(11) of the Standard Specifications is supplemented with the following:

(******)
All testing shall be conducted in the presence of the Engineer. The Contractor shall coordinate with the supplier for setting up the video monitoring unit when calibrating the detection zones

8-20.4 Measurement
Section 8-20.4 is supplemented with the following:

(******)
No specific unit of measurement will apply to Bid Item “Mobilization” Lump Sum.

No specific unit of measurement will apply to Bid Item “Traffic Control” Lump Sum.

No specific unit of measurement will apply to Bid Item “Video Detection System Complete” Lump Sum.

8-20.5 Payment

Section 8-20.5 is supplemented with the following:

(******)
Add Bid Item “Mobilization”, Lump Sum.
Add Bid Item “Traffic Control”, Lump Sum.
Add Bid Item “Video Detection System Complete”, Lump Sum.

DIVISION 9
MATERIALS

APPENDICES
(JULY 12, 1999)

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

APPENDIX A

Copy of a sample plan showing a Typical Video Detection System Installation.

APPENDIX B

Details on a typical traffic control plan during installation. The Contractor is allowed to modify the plan upon the engineer’s recommendation.

STANDARD PLANS
August 7, 2006

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 06-035, effective August 7, 2006 is made a part of this contract.

The Standard Plans are revised as follows:
All Standard Plans
All references in the Standard Plans to "Asphalt Concrete Pavement" shall be revised to read "Hot Mix Asphalt".

All references in the Standard Plans to the abbreviation "ACP" shall be revised to read "HMA".

A-1
The TIE BAR length of 32” is revised to 30”.

In the PCCP TO ACP LONGITUDINAL JOINT, SECTION VIEW: the reference to Std. Spec. 5-04.3(11) is revised to Std. Spec. 5-04.3(12)B.

C-1 Sheet 2
The SNOW LOAD RAIL WASHER dimensions are revised to 1 3/4” from 2”, and to 7/8” from 1”.

C-11b Sheets 1 and 2
In the PRECAST FOOTING, ELEVATION view (Sheet 1) and in the CAST-IN-PLACE FOOTING, ELEVATION view (Sheet 2), COMMERCIAL CONCRETE is revised to CONCRETE CLASS 4000.

In the BREAKAWAY ANCHOR ANGLE, ELEVATION view (Sheet 2), the welding symbols are revised to indicate that the 1/4” Inside Gussets have 1/4" fillet weld joints, and the 1/2” End Gussets have 1/2” fillet weld joints.

D-1a Sheet 2 & D-1b Sheet 2
Reinforcing Steel Bar marked “R1” (see lower left corner): the dimension 1’ - 2 1/2” is revised to 1’ - 0 1/2”.

F-3b
In SECTION “C”: the dimension labeled VARIATES ~ 3’ - 0” TO “A” ~ TYPE 2A is revised to VARIATES ~ 3’ - 0” TO “E” ~ TYPE 2A; VARIATES ~ 2’ - 6” TO “C” ~ TYPE 2B is revised to VARIATES ~ 6’ VARIATES ~ 2’ - 6” TO “G” ~ TYPE 2B; and, - 0” TO “B” is revised to VARIATES ~ 6’ - 0” TO “F”.

G-8g Sheet 1
In the ELEVATION views, in the labels LOWER SIGN POST SUPPORT: the parenthetical specification “12 GAGE” is revised to “7 GAGE”.

J-10
In NOTE 1: the reference to Standard Specification 8-01.3(5)A is revised to Standard Specification 8-01.3(6)A.

K-1 through K-27
These plans are for local agency use only.

M-17.10-00
NOTE 2 is omitted. (See Standard Plan G-1 for sign mounting height)
The following are the Standard Plan numbers applicable at the time this project was advertised.
The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

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Video Detection System C 3258
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Special Provisions
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Prevailing Wage Rates
Washington State Prevailing Wage Rates For Public Works Contracts

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, workers' wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements is provided on the Benefit Code Key.

**YAKIMA COUNTY**

Effective 08-31-06

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<td>BUMP CUTTER</td>
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<td>CHIPPER</td>
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<td>Over Time Code</td>
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<td>CRANES, 100 TONS - 199 TONS, OR 150 FT OF BOOM (INCLUDING JIB WITH ATTACHMENTS)</td>
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<td>CRANES, A-FRAME, OVER 10 TON</td>
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Washington State Department of Labor and Industries  
Policy Statement  
(Regarding the Production of "Standard" or "Non-standard" Items)

Below is the department's (State L&I's) list of criteria to be used in determining whether a prefabricated item is "standard" or "non-standard". For items not appearing on WSDOT's predetermined list, these criteria shall be used by the Contractor (and the Contractor's subcontractors, agents to subcontractors, suppliers, manufacturers, and fabricators) to determine coverage under RCW 39.12. The production, in the State of Washington, of non-standard items is covered by RCW 39.12, and the production of standard items is not. The production of any item outside the State of Washington is not covered by RCW 39.12.

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.

2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.

3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.

4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.

5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.

6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

Any firm with questions regarding the policy, WSDOT's Predetermined List, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330.
**WSDOT's**

**Predetermined List for Suppliers - Manufacturers - Fabricators**

Below is a list of potentially prefabricated items, originally furnished by WSDOT to Washington State Department of Labor and Industries, that may be considered non-standard and therefore covered by the prevailing wage law, RCW 39.12. Items marked with an X in the "YES" column should be considered to be non-standard and therefore covered by RCW 39.12. Items marked with an X in the "NO" column should be considered to be standard and therefore not covered. Of course, exceptions to this general list may occur, and in that case shall be evaluated according to the criteria described in State and L&I's policy statement.

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<tr>
<th>ITEM description</th>
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<th>NO</th>
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<tr>
<td>1. Manhole Ring &amp; Cover - manhole type 1, 2, 3, and 4. For use with Catch Basin type 2. The casting to meet AASHTO-M-105, class 30 gray iron casting. See Std. Plan B-30.10, B-30.70, B-30.80, and E-5.</td>
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<tr>
<td>2. Frame &amp; Grate - frame and Grate for Catch Basin type 1, 1L, 1P, 2, and Concrete Inlets. Cast frame may be grade 70-36 steel, class 30 gray cast iron or grade 80-55-06 ductile iron. The cast grate may be grade 70-36 steel or grade 80-55-06 ductile iron. See Std. Plan B-25.20, B-30.20, B-30.30, B-30.40, and B-30.50.</td>
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<tr>
<td>3. Grate Inlet &amp; Drop Inlet Frame &amp; Grate - Frame and Grate for Grate Inlets Type 1 or 2 or Drop Inlets Type 1 or 2. Angle iron frame to be cast into top of inlet. See Std. Plan B-35.20, B-40.20, B-40.40, and B-50.20.</td>
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<tr>
<td>4. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.</td>
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</tr>
<tr>
<td>5. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.</td>
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</table>
6. Corrugated Steel Pipe - Steel lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, 1 thru 5.

7. Corrugated Aluminum Pipe - Aluminum lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, #5.

8. Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.

9. Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).

10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.

11. Minor Structural Steel Fabrication - Fabrication of minor steel items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contact Plans for item description and shop drawings.

12. Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).
13. Concrete Piling—Precast—Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec. Shop drawings for approval shall be provided per Section 6-05.3(3) of the Std. Spec. See Std. Plans E-4 and E-4a

14. Manhole Type 1, 2, 3 and 4 - Precast Manholes with risers and flat top slab and/or cones. See Std. Plans B-15.20, B-15.40, and B-15.60.

15. Drywell - Drywell as specified in Section 9-12.7 of the Std. Sec. See Std. Plan B-20.20, B-20.40, and B-20.60.

16. Catch Basin - Catch Basin type 1, 1L, 1P, and 2, including risers, frames maybe cast into riser. See Std. Plans B-5.20, B-5.40, B-5.60, B-10.20, B-10.40, and B-10.60.

17. Precast Concrete Inlet - Concrete Inlet with risers, frames may be cast into risers. See Std. Plan B-25.60.

18. Drop Inlet Type 1 - Drop Inlet Type 1 with support angles and grate. See Std. Plans B-45.20.

19. Drop Inlet Type 2 - Drop Inlet type 2 with support angles and grate. See Std. Plans B-45.40.

20. Grate Inlet Type 2 - Grate Inlet Type 2 with risers and top unit with bearing angles. See Std. Plans B-35.40.

21. Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings

Supplemental To Wage Rates
Page 4
are to be provided for approval prior to casting.

<p>| | |</p>
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<tr>
<td>22.</td>
<td>Vault Risers - For use with Valve Vaults and Utilities Vaults.</td>
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<td>23.</td>
<td>Valve Vault - For use with underground utilities. See Contract Plans for details.</td>
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<td>24.</td>
<td>Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.</td>
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<td>25.</td>
<td>Reinforced Earth Wall Panels - Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.</td>
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<td>26.</td>
<td>Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used.</td>
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<td>27.</td>
<td>Precast Railroad Crossings - Concrete Crossing Structure Slabs.</td>
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<tr>
<td>28.</td>
<td>12, 18 and 26 inch Standard Precast Prestressed Girder - Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)c.</td>
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29. Prestressed Concrete Girder Series 4-14 -
Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)c.

30. Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)c.

31. Prestressed Precast Hollow-Core Slab - Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)c.

32. Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(26)A.

33. Monument Case and Cover - To meet AASHTO-M-105 class 30 gray iron casting. See Std. Plan H-7.

34. Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans G-3, G-3a, G-3b, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.

35. Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.

Supplemental To Wage Rates
Page 6
36. Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans G-2, G2a, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.

X

37. Steel Sign Post - Fabricated steel sign posts as detailed in Std. Plan G-8a, G-8b, G-8c, G-8d, G-8e, G-8f, and G-8g. Shop drawings for approval are to be provided prior to fabrication.

X

38. Light Standard-Prestressed - Spun, prestressed, hollow, concrete poles.

X

39. Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plan J-1a. See Special Provisions for pre-approved drawings.

X

40. Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans J-7a and J-7c. See Special Provisions for pre-approved drawings.

X

41. Traffic Curb, Type A or C Precast - Type A or C Precast traffic curb, for use in construction of raised channelization, and other traffic delineation uses such as parking lots, rest areas, etc. NOTE: Acceptance based on inspection of Fabrication Plant and an advance sample of curb section to be submitted for approval by Engineer.

X
42. Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. NOTE: *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed.

43. Cutting & bending reinforcing steel

44. Guardrail components

45. Aggregates/Concrete mixes

46. Asphalt

47. Fiber fabrics

48. Electrical wiring/components

49. Treated or untreated timber piles

50. Girder pads (elastomeric bearing)
51. Standard Dimension lumber

52. Irrigation components

53. Fencing materials

54. Guide Posts

55. Raised Pavement Markers

56. Epoxy

57. Cribbing

58. Water distribution materials

59. Steel "H" piles

60. Steel pipe for concrete pile casings

61. Steel pile tips, standard

62. Steel pile tips, custom
# Washington State Prevailing Wage Rates - Effective 08/31/06

## Metal Fabrication (in Shop)

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**Counties Covered:**
Adams, Asotin, Columbia, Douglas, Ferry, Franklin, Garfield, Kittitas, Lincoln, Okanogan, Pend Oreille, Stevens, Walla Walla and Whitman

| Welder         | 16.70           | 1              |              |           |
| Machine Operator | 10.53       | 1              |              |           |
| Painter        | 9.76            | 1              |              |           |

**Counties Covered:**
Benton

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| Welder         | 12.24           | 1              |              |           |
| Machine Operator | 9.71        | 1              |              |           |
| Painter        | 9.93            | 1              |              |           |
| Laborer        | 9.10            | 1              |              |           |

**Counties Covered:**
Chelan

| Fitter         | 15.16           | 1              |              |           |
| Welder         | 15.16           | 1              |              |           |
| Machine Operator | 10.65       | 1              |              |           |
| Painter        | 11.41           | 1              |              |           |
| Laborer        | 11.13           | 1              |              |           |

**Counties Covered:**
Clallam, Grays Harbor, Island, Jefferson, Lewis, Mason, Pacific, San Juan and Skagit

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Supplemental To Wage Rates
Page 10
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## METAL FABRICATION (IN SHOP) 08/31/06

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**Counties Covered:**
Klickitat, Skamania and Wahkiakum

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**Counties Covered:**
Pierce

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*Supplemental To Wage Rates*

*Page 13*
WASHINGON STATE PREVAILING WAGE RATES - EFFECTIVE 08/31/06
FABRICATED PRECAST CONCRETE PRODUCTS

<table>
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<tr>
<th>Classification</th>
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WASHINGTON STATE PREVAILING WAGE RATES - EFFECTIVE 08/31/06
FABRICATED PRECAST CONCRETE PRODUCTS

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| Counties Covered: Yakima | |
| Craftsman | 8.65 | 1 |
| Laborer | 7.63 | 1 |

| Counties Covered: Whatcom | |
| All Classifications | 13.67 | 1 |
Washington State Department of Labor and Industries
Policy Statements
(Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)

The following two letters from the State Department of Labor and Industries (State L&I) dated August 18, 1992 and June 18, 1999, clarify the intent and establish policy for administering the provisions of WAC 296-127-018 COVERAGE AND EXEMPTIONS OF WORKERS INVOLVED IN THE PRODUCTION AND DELIVERY OF GRAVEL, CONCRETE, ASPHALT, OR SIMILAR MATERIALS.

Any firm with questions regarding the policy, these letters, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330.

Effective September 1, 1993, minimum prevailing wages for all work covered by WAC 296-127-018 for the production and/or delivery of materials to a public works contract will be found under the regular classification of work for Teamsters, Power Equipment Operators, etc.

Supplemental To Wage Rates
Page 16
August 18, 1992

TO: All Interested Parties

FROM: Jim P. Christensen
Acting Industrial Statistician

SUBJECT: Materials Suppliers - WAC 296-127-018

This memo is intended to provide greater clarity regarding the application of WAC 296-127-018 to awarding agencies, contractors, subcontractors, material suppliers and other interested parties. The information contained herein should not be construed to cover all possible scenarios which might require the payment of prevailing wage. The absence of a particular activity under the heading "PREVAILING WAGES ARE REQUIRED FOR" does not mean that the activity is not covered.

Separate Material Supplier Equipment Operator rates have been eliminated. For those cases where a production facility is set up for the specific purpose of supplying materials to a public works construction site, prevailing wage rates for operators of equipment such as crushers and batch plants can be found under Power Equipment Operators.

PREVAILING WAGES ARE REQUIRED FOR:

1. Hauling materials away from a public works project site, including excavated materials, demolished materials, etc.

2. Delivery of materials to a public works project site using a method that involves incorporation of the delivered materials into the project site, such as spreading, leveling, rolling, etc.

3. The production of materials at a facility that is established for the specific, but not necessarily exclusive, purpose of supplying materials for a public works project.

4. Delivery of the materials mentioned in #3 above, regardless of the method of delivery.

PREVAILING WAGES ARE NOT REQUIRED FOR:

1. The production of materials by employees of an established materials supplier, in a permanent facility, as well as the delivery of these materials, as long as delivery does not include incorporation of the materials into the job site.

2. Delivery of materials by a common or contract carrier, as long as delivery does not include incorporation of the materials into the job site.

3. Production of materials for unspecified future use.
TO: Kerry S. Radcliff, Editor
    Washington State Register

FROM: Gary Moore, Director
      Department of Labor and Industries

SUBJECT: Notice re WAC 296-127-018, Coverage and exemptions of workers
         involved in the production and delivery of gravel, concrete, asphalt,
         or similar materials

The department wishes to publish the following Notice in the next edition of the
Washington State Register:

NOTICE

Under the current material supplier regulations, WAC 296-127-018, the
department takes the position that prevailing wages do not apply to the
delivery of wet concrete to public works sites, unless the drivers do
something more than just deliver the concrete. Drivers delivering
concrete into a crane and bucket, hopper of a pump truck, or forms or
footings, are not entitled to prevailing wages unless they operate
machinery or use tools that screed, float, or put a finish on the concrete.

This position applies only to the delivery of wet concrete. It does not
extend to the delivery of asphalt, sand, gravel, crushed rock, or other
similar materials covered under WAC 296-127-018. The department’s
position applies only to this regulation.

If you need additional information regarding this matter, please contact
Greg Mowat, Program Manager, Employment Standards, at
P.O. Box 44510, Olympia, WA 98504-4510, or call (360) 902-5310.

Please publish the above Notice in WSR 99-13. If you have questions or need
additional information, please call Selwyn Walters at 902-4206. Thank you.

Cc: Selwyn Walters, Rules Coordinator
    Patrick Woods, Assistant Director
    Greg Mowat, Program Manager
Standard Plans
APPENDIX A
TYPICAL CAMERA DETECTION RANGE SET-UP
AND LOOPS TO BE TERMINATED AT CONTROLLER CABINET

*NOTE: INSTALL COUNTY FURNISHED VIDEO DETECTION SYSTEM FOR ALL FOUR APPROACHES TO THE INTERSECTION FOR THE EXISTING TRAFFIC SIGNAL SYSTEM. REMOVE THE EXISTING DETECTOR AMPLIFIERS, BEING REPLACED BY THE VIDEO DETECTION SYSTEM, FROM THE EXISTING 332 CABINET (STOP BAR LOOPS ONLY). THE SUPPLIER OF THE VIDEO DETECTION SYSTEM IS KAR-GOR, INC. KAR-GOR, INC., SHALL INSTALL ALL THE EQUIPMENT IN THE EXISTING 332 TRAFFIC SIGNAL CONTROLLER CABINET AND MAKE ALL THE TERMINATIONS OF THE CABLE AT THE CAMERAS AND IN THE CONTROLLER CABINET.
TYPICAL MAINTENANCE OF TRAFFIC PLAN FOR INSTALLATION OF TRAFFIC CAMERA NOTE: INSTALLATION WORK SHALL NOT BE CONDUCTED DURING PEAK HOURS. WORK SHALL COMMENCE AFTER 9:30 AM AND END BEFORE 3 P.M.

ALL SIGNS SIZE, SPECS AND SPACING SHALL COMPLY WITH THE MUTCD (2003 EDITION), SECTION 6F-1 AND SECTION 6H-2 AND 6H-3
TYPICAL MAINTENANCE OF TRAFFIC PLAN FOR INSTALLATION OF TRAFFIC CAMERA NOTE: INSTALLATION WORK SHALL NOT BE CONDUCTED DURING PEAK HOURS. WORK SHALL COMMENCE AFTER 9:30 AM AND END BEFORE 3 P.M.

ALL SIGNS SIZE, SPECS AND SPACING SHALL COMPLY WITH THE MUTCD (2003 EDITION), SECTION 6F-1 AND SECTION 6H-2 AND 6H-3
TYPICAL MAINTENANCE OF TRAFFIC PLAN FOR INSTALLATION OF TRAFFIC CAMERA NOTE: INSTALLATION WORK SHALL NOT BE CONDUCTED DURING PEAK HOURS. WORK SHALL COMMENCE AFTER 9:30 AM AND END BEFORE 3 P.M.

END ROAD WORK

TERRACE HEIGHTS DR.

500'

END ROAD WORK

KEY'S RD

500'

ROAD WORK AHEAD

TYPICAL 28" TRAFFIC CONE WITH RETROREFLECTIVE BAND

BAG & ELIMINATE LEFT TURN PHASE

ARROW BOARD

500'

ARROW BOARD

ALL SIGNS SIZE, SPECS AND SPACING SHALL COMPLY WITH THE MUTCD (2003 EDITION), SECTION 6F-1 AND SECTION 6H-2 AND 6H-3
TYPICAL MAINTENANCE OF TRAFFIC PLAN FOR INSTALLATION OF TRAFFIC CAMERA NOTE: INSTALLATION WORK SHALL NOT BE CONDUCTED DURING PEAK HOURS. WORK SHALL COMMENCE AFTER 9:30 AM AND END BEFORE 3 P.M.

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