CONTRACT SPECIFICATIONS

2011 CRUSHING AND STOCKPILING PROJECT

SUMMITVIEW QUARRY

Yakima County Public Services Project Number
E2 280-3438
CONTRACT SPECIFICATIONS INDEX
(Yakima County, Washington)

E2 280-3438 - 2011 Crushing and Stockpiling Project
(Summitview Quarry)

Bid Documents
Amendments to Standard Specifications
Special Provisions
Prevailing Wage Rates
Standard Plans
Site Plans
Informational
Bid Documents
TABLE OF CONTENTS

CERTIFICATE ........................................................................................................................................ 1
INSTRUCTIONS TO BIDDERS ................................................................................................. 1
PROPOSAL ......................................................................................................................................... 2
LETTER OF RESPONSIBILITY ...................................................................................................... 4
DEFINITION OF TERMS .................................................................................................................. 5
NON-COLLUSION DECLARATION ................................................................................................. 6
NOTICE TO ALL BIDDERS ............................................................................................................ 6
CERTIFICATION REGARDING DEBARMENT, ETC. ...................................................................... 7
CONTRACT (INFORMATIONAL) ....................................................................................................... 8
PERFORMANCE BOND (INFORMATIONAL) ..................................................................................... 9

AMENDMENTS TO THE STANDARD SPECIFICATIONS

SECTION 1-01, DEFINATIONS AND TERMS .............................................................................. 10
SECTION 1-02, BID PROCEDURES AND CONDITIONS .......................................................... 10
SECTION 1-06, CONTROL OF MATERIALS .................................................................................. 14
SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC ................. 16
SECTION 1-08, PROSECUTION AND PROGRESS .................................................................... 24
SECTION 1-09, MEASUREMENT AND PAYMENT .................................................................... 25
SECTION 3-01, PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING ............ 29
SECTION 8-01, EROSION CONTROL AND WATER POLLUTION CONTROL .......................... 30

SPECIAL PROVISIONS

DIVISION 1

GENERAL REQUIREMENTS

DESCRIPTION OF WORK ................................................................................................................ 39
FUNDS .............................................................................................................................................. 39
SECTION 1-01, DEFINITIONS AND TERMS .................................................................................. 39
SECTION 1-02, BID PROCEDURES AND CONDITIONS .......................................................... 41
SECTION 1-03, AWARD AND EXECUTION OF CONTRACT ....................................................... 46
SECTION 1-04, SCOPE OF THE WORK .......................................................................................... 47
SECTION 1-05, CONTROL OF WORK ............................................................................................. 48
CERTIFICATE

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

GARY N. EKSTEDT, P.E.
COUNTY ENGINEER
INSTRUCTIONS TO BIDDERS

DELIVERY OF PROPOSALS

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

Office of the County Engineer of Yakima County, 4th Floor, 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 County Engineer of Yakima County with the name of the improvements for which the bid is submitted plainly written on the outside of the package.

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 **September 14, 2011**

The bids shall be publicly opened and read after 2:00 p.m. on that date at the following location:

Public Services Conference Room, Room 419, Yakima County Courthouse, 128 N. 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, cashiers 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:

All Bids shall be submitted on authorized forms supplied by the County. Any Bid 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 Road Engineer’s office at the address above to request authorized bid documents.

**YAKIMA COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER**
PROPOSAL

This certifies that the undersigned has examined the location of:

E2 280-3438, 2011 Crushing and Stockpiling Project (Summitview Quarry)

and that the Plans, Specifications and Contract governing the work embraced in this improvement, 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 this improvement, 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 Amt.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MOBILIZATION</td>
<td></td>
<td>L.S.</td>
<td>$ .</td>
<td>$ .</td>
</tr>
<tr>
<td>2</td>
<td>CRUSHED SCREENING, 1/2&quot; - 1/4&quot;</td>
<td>30,000</td>
<td>TON</td>
<td>$ .</td>
<td>$ .</td>
</tr>
<tr>
<td>3</td>
<td>CRUSHED SCREENINGS, 1&quot; - 0&quot; IN STOCKPILE, AT FIXED PRICE</td>
<td>18,000</td>
<td>TON</td>
<td>$ 2.00</td>
<td>$ 36,000.00</td>
</tr>
<tr>
<td>4</td>
<td>CRUSHED SCREENINGS, 2&quot; - 0&quot; IN STOCKPILE, AT FIXED PRICE</td>
<td>24,000</td>
<td>TON</td>
<td>$ 2.00</td>
<td>$ 48,000.00</td>
</tr>
<tr>
<td>5</td>
<td>MINOR CHANGES</td>
<td></td>
<td>F.A.</td>
<td>$15,000.00</td>
<td>$ 15,000.00</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL BID AMOUNT:</td>
<td></td>
<td></td>
<td></td>
<td>$ .</td>
</tr>
</tbody>
</table>
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 THE BID

Bidder acknowledges receipt of the following Addendum's:

No. __________ Date __________

The undersigned has telephoned the Office of the Yakima County Engineer for verification of the number of Addendum's issued.

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Type: ______________________________________________________

Firm Name: ________________________________________________

Address: _________________________________________________

Phone No.: _________________________________________________

Washington Registration No.: ________________________________

Federal ID Tax No.: _________________________________________

UBI No.: _________________________________________________

E-Mail Address: ____________________________________________

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

__________________________
NOTARY PUBLIC
My appointment expires _______________________

State of ______________ County of ______________ (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; E2 280-3438.
LETTER OF RESPONSIBILITY

Date: ______________
County Road Project No.: E2 280-3438

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:

2011 CRUSHING AND STOCKPILING PROJECT, SUMMITVIEW QUARRY

I have the following equipment available for this work:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

c. I have adequate funds to promptly meet obligations incident to this work.
   Bank reference: ____________________________

   __________________________________________

   __________________________________________

d. I have had experience in this class of work, having constructed the following improvements.

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 prequalification of bidder.
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 to 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.
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 _E2 280-34387 - 2011 Crushing and Stockpiling Project (Summitview Quarry)_ and shall 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, materials 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 herein 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 _, 20__.

CONTRACTOR:

______________________________
Signature For Contractor

______________________________
Print or Type Name of Person Signing

______________________________
Title

Foregoing Contract approved and ratified

______________________________
_, 20__.

______________________________
Surety

______________________________
Attorney-in-fact

BOARD OF YAKIMA COUNTY COMMISSIONERS

______________________________
Kevin J. Bouchey, Chairman

______________________________
J. Rand Elliott, Commissioner

______________________________
Michael D. Leita, Commissioner
_Constituting the Board of County Commissioners for Yakima County, Washington_

ATTEST:

______________________________
Tiera L. Girard
Clerk of the Board

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 for E2 280-3438 -- 2011 Crushing and Stockpiling Project (Summitview Quarry) 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: _________________________________

Attorney-in-Fact

Chair of the Board of
Yakima County Commissioners

Date: _________________________________ 20__

APPROVED: YAKIMA COUNTY

Approved as to form:

Deputy Prosecuting Attorney

Name of Local Office of Agent

Address of Local Office Agent

BOND NUMBER

YAKIMA COUNTY CONTRACT NUMBER
Amendments to Standard Specifications
AMENDMENTS TO THE STANDARD SPECIFICATIONS

E2 280-3438 - 2011 CRUSHING AND STOCKPILING
PROJECT (SUMMITVIEW QUARRY)

YAKIMA COUNTY, WASHINGTON

INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2010 Standard Specifications for Road, Bridge, and Municipal Construction.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

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

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

SECTION 1-01, DEFINITIONS AND TERMS

August 2, 2010

1-01.2(1) Associations and Miscellaneous
The abbreviation and definition “AREA American Railway Engineering Association” is replaced with the following:

AREMA American Railway Engineering and Maintenance Association

SECTION 1-02, BID PROCEDURES AND CONDITIONS

July 11, 2011

1-02.5 Proposal Forms
The first paragraph is revised to read:

At the request of a prequalified Bidder, the Contracting Agency will provide a physical Proposal Form for any project on which the Bidder is eligible to Bid. For certain projects selected at the sole discretion of the Contracting Agency, the Bidder may also be authorized to access an electronic Proposal Form for submittal via Trns-Port Expedite® software and BidExpress®.

1-02.6 Preparation of Proposal
The first paragraph is revised to read:

The Contracting Agency will accept only those Proposals properly executed on physical forms it provides, or electronic forms that the bidder has been authorized to access. Unless it approves in
writing, the Contracting Agency will not accept Proposals on forms attached to the Plans and stamped “Informational”.

The second paragraph is revised to read:

All prices shall be in legible figures (not words) written in ink or typed, and expressed in U.S. dollars and cents. The Proposal shall include:

1. A unit price for each item (omitting digits more than four places to the right of the decimal point),

2. An extension for each unit price (omitting digits more than two places to the right of the decimal point), and

3. The total Contract price (the sum of all extensions).

In the space provided on the signature sheet, the Bidder shall confirm that all Addenda have been received.

The third paragraph is revised to read:

The Bidder shall submit with the Bid a completed Disadvantaged Business Enterprises (DBE) Utilization Certification, when required by the Special Provisions. For each and every DBE firm listed on the Bidder’s completed DBE Utilization Certification, the Bidder shall submit written confirmation from that DBE firm that the DBE is in agreement with the DBE participation commitment that the Bidder has made in the Bidders completed DBE Utilization Certification. WSDOT Form 422-031 EF (DBE Written Confirmation Document) is available for this purpose. Bidder must submit good faith effort documentation with the DBE Utilization Certification ONLY IN THE EVENT the bidder’s efforts to solicit sufficient DBE participation have been unsuccessful. Directions for delivery of the DBE Written Confirmation Documents and DBE Good Faith Effort documentation are included in Section 1-02.9 Delivery of Proposal and Section 1-02.10 Withdrawing, Revising or Supplementing Proposal.

1-02.7 Bid Deposit

This section is revised to read:

A deposit of at least 5-percent of the total Bid shall accompany each Bid. This deposit may be cash, certified check, cashier’s check, or a proposal bond (Surety bond). For projects that are selected by the Contracting Agency to be bid electronically, the proposal bond may be in either a physical format, or an electronic format via Surety2000.com or Insurevision.com and BidExpress®. When a physical bid deposit or proposal bond is furnished to accompany an electronic Proposal Form, the Bid deposit shall be received by the Contracting Agency at the location specified for receipt of bids prior to the time set for receipt of Bids. Any proposal bond shall be on a form acceptable to the Contracting Agency and shall be signed by the Bidder and the Surety. A proposal bond shall not be conditioned in any way to modify the minimum 5-percent required. The Surety shall: (1) be registered with the Washington State Insurance Commissioner, and (2) appear on the current

The failure to furnish a Bid deposit of a minimum of 5-percent with the Bid or as a physical supplement to the electronic Proposal Form shall make the Bid nonresponsive and shall cause the Bid to be rejected by the Contracting Agency.

1-02.8(2) Lobbying Certification
The last paragraph is revised to read:

The Certification for Federal-Aid Contracts (Form DOT 272-040) may be reproduced from the Proposal form. The disclosure form is available from the Washington State Department of Transportation’s Contract Ad & Award Office, Transportation Building, Olympia, Washington 98504.

1-02.9 Delivery of Proposal
This section is revised to read:

For projects scheduled for bid opening in Olympia, each Proposal shall be sealed and submitted in the envelope provided with it, or electronically via Trns·Port Expedite® software and BidExpress® at the location and time identified in Section 1-02.12. The Bidder shall fill in all blanks on this envelope to ensure proper handling and delivery.

For projects scheduled for bid opening in other locations, each Proposal shall be sealed and submitted in the envelope provided with it, at the location and time identified in Section 1-02.12. The Bidder shall fill in all blanks on this envelope to ensure proper handling and delivery.

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

NOTE: Certain documents that are required for an electronic Bid Proposal to be responsive CANNOT be submitted electronically via Trns·Port Expedite® software and BidExpress®. These documents include:

1. DBE Written Confirmation Documents; and,

2. Good Faith Effort Documentation; and,

3. Cash, certified checks, cashier’s checks, or a proposal bond (Surety bond) in formats other than via Surety2000.com or Insurevision.com.

The Bidder shall provide all documents that are required for an electronic Bid Proposal to be responsive (but cannot be submitted electronically via Trns·Port Expedite® software and BidExpress®) as a supplement to their electronic Bid Proposal in one of the following methods:
1. Physically in a sealed envelope marked as “BID SUPPLEMENT” and bearing the Bidders company name, project title, Bid date, and description of contents (for example: DBE Written Confirmation, DBE Good Faith Efforts, Proposal Deposit, etc.); or,

2. Except for Item #3 above, by facsimile to the following FAX number: (360) 705-6966.

E-mailed submittals are not acceptable. The Contracting Agency is not responsible for delayed, partial, failed, illegible or partially legible FAX document transmissions, and such documents may be rejected as incomplete at the Bidder’s risk.

1-02.10 Withdrawal or Revision of Proposal

This section including title is revised to read:

Withdrawing, Revising, or Supplementing Proposal

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

1. The Bidder submits a written request signed by an authorized person, and

2. The Contracting Agency receives the request before the time set for receipt of Proposals.

The original physical Bid Proposal may be supplemented, or revised and resubmitted as the official Bid Proposal if the Contracting Agency receives it before the time set for receipt of Proposals. Faxed Bid revisions and supplements will be accepted only if they are submitted in accordance with the “Example Format for Facsimile Bid Changes” instructions posted on the WSDOT website at http://www.wsdot.wa.gov/biz/contaa/bulletin/.

E-mailed requests to withdraw, revise or supplement a Proposal are not acceptable. The contracting Agency is not responsible for delayed, partial, failed, illegible or partially legible FAX document transmissions, and such documents may be rejected as incomplete at the Bidders risk.

The Contracting Agency will not accept requests to revise or withdraw electronic Bid Proposals. Such requests shall be furnished directly to BidExpress® and in accordance with their terms and conditions.

1-02.13 Irregular Proposals

In the first paragraph, Item h beneath item number 1 is revised to read:

h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Utilization Certification, if applicable, as required in Section 1-02.6;

In the first paragraph, item i beneath item number 1 is revised to read:

i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder’s completed DBE Utilization Certification that they are in agreement with the bidders DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
Item 1 in the first paragraph is supplemented with the following:

j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made; or

k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.

SECTION 1-06, CONTROL OF MATERIALS
January 3, 2011

1-06.1 Approval of Materials Prior to Use
This section is supplemented with the following new sub-section:

1-06.1(4) Fabrication Inspection Expense
In the event the Contractor elects to have items fabricated beyond 300 miles from Seattle, Washington the Contracting Agency will deduct from payment due the Contractor costs to perform fabrication inspection on the following items:

- Steel Bridges and Steel Bridge components
- Cantilever Sign Structures and Sign Bridges
- Prestressed Concrete Girders and Precast Bridge Components
- Cylindrical, Disc, Pin, and Spherical Bearings
- Modular Expansion Joints
- Epoxy Coated Reinforcing Steel
- Painted and Powder Coated Luminaire and Signal Poles
- Additional items as may be determined by the Engineer

The deductions for fabrication inspection costs will be as shown in the Payment Table below.

<table>
<thead>
<tr>
<th>Zone</th>
<th>Place of Fabrication</th>
<th>Reduction in Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Within 300 airline miles from Seattle</td>
<td>None</td>
</tr>
<tr>
<td>2</td>
<td>Between 300 and 3,000 airline miles from Seattle</td>
<td>$700.00 per *inspection day</td>
</tr>
<tr>
<td>3</td>
<td>Over 3,000 airline miles from Seattle</td>
<td>$1,000 per *inspection day, but not less than $2,500 per trip</td>
</tr>
</tbody>
</table>

*Note - An inspection day includes any calendar day or portion of a calendar day spent inspecting at or traveling to and from a place of fabrication.

Where fabrication of an item takes place in more than one zone, the reduction in payment will be computed on the basis of the entire item being fabricated in the furthest of zones where any fabrication takes place on that item.
The rates for Zone 2 and 3 shall be applied for the full duration of all fabrication inspection activities to include but not limited to; plant approvals, prefabrication meetings, fabrication, coatings and final inspection.

1-06.2(2)A General

Table 2 “Pay Factors” on page 1-39 is revised to read:

### Table 2

<table>
<thead>
<tr>
<th>PAY FACTOR</th>
<th>Minimum Required Percent of Work Within Specification Limits for a Given Factor (PU + PL) - 100</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category</td>
<td>n=3</td>
</tr>
<tr>
<td>1.05</td>
<td></td>
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### Table 2 (continued)

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<th>PAY FACTOR</th>
<th>Minimum Required Percent of Work Within Specification Limits for a Given Factor (PU + PL) - 100</th>
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Values Less Than Those Shown Above

Reject Quality Levels Less Than Those Specified for a 0.75 Pay Factor.
Note: If the value of (PU + PL) > 100 does not correspond to a (PU + PL) < 100 value in this table, use the next smaller (PU + PL) < 100 value.
SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

August 1, 2011

1-07.2 Sales Tax
The third sentence in the first paragraph is revised to read:

The Contractor shall contact the Contract Payment section of the Division of Accounting & Financial Services of the Department of Transportation, Olympia WA for questions on sales tax.

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

The Contracting Agency will pay the retained percentage only if the Contractor has obtained from the State Department of Revenue a certificate showing that all Contract-related taxes have been paid (RCW 60.28.051).

1-07.5(3) State Department of Ecology
Item No. 4. in the first paragraph is revised to read:

4. Perform Work in such a manner that all materials and substances not specifically identified in the Contract documents to be placed in the water do not enter waters of the State, including wetlands. These include, but are not limited to, petroleum products, hydraulic fluid, fresh concrete, concrete wastewater, process wastewater, slurry materials and waste from shaft drilling, sediments, sediment-laden water, chemicals, paint, solvents, or other toxic or deleterious materials.

1-07.9(1) General
The second sentence in the fourth paragraph is revised to read:

When the project involves highway Work, heavy Work and building Work, the Contract Provisions may list a Federal wage and fringe benefit rate for the highway Work, a separate Federal wage and fringe benefit rate for both the heavy Work and the building Work.

1-07.13(4) Repair of Damage
The last sentence in the first paragraph is revised to read:

For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2), 1-07.13(3), or 8-17.5, payment will be made in accordance with Section 1-09.4 using the estimated bid item “Reimbursement for Third Party Damage”.

1-07.14 Responsibility for Damage
The third, fourth and fifth paragraphs are revised to read:

Subject to the limitations in this section and RCW 4.24.115 the Contractor shall indemnify, defend, and save harmless the State, Governor, Commission, Secretary, and all officers and employees of the State from all claims, suits, or actions brought for injuries to, or death of, any persons or damages resulting from construction of the Work or in consequence of any negligence or breach of contract regarding the Work, or the use of any improper materials in the Work, caused in whole or in part by
any act or omission by the Contractor or the agents or employees of the Contractor during performance or at any time before final acceptance. In addition to any remedy authorized by law, the State may retain so much of the money due the Contractor as deemed necessary by the Engineer to ensure indemnification until disposition has been made of such suits or claims.

Subject to the limitations in this section and RCW 4.24.115, the Contractor shall indemnify, defend, and save harmless any county, city, or region, its officers, and employees connected with the Work, within the limits of which county, city, or region the Work is being performed, all in the same manner and to the same extent as provided above for the protection of the State, its officers and employees, provided that no retention of money due the Contractor be made by the State except as provided in RCW 60.28, pending disposition of suits or claims for damages brought against the county, city, or district.

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

This section is supplemented with the following:

THE CONTRACTOR SPECIFICALLY ASSUMES ALL POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY EMPLOYEES OF THE CONTRACTOR AND, SOLELY FOR THE PURPOSE OF ENFORCING THE DEFENSE AND INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 1-07.14, THE CONTRACTOR SPECIFICALLY WAIVES ANY IMMUNITY GRANTED UNDER THE STATE INDUSTRIAL INSURANCE LAW, RCW TITLE 51. THIS WAIVER HAD BEEN MUTUALLY NEGOTIATED BY THE PARTIES. THE CONTRACTOR SHALL SIMILARLY REQUIRE THAT EACH SUBCONTRACTOR IT RETAINS IN CONNECTION WITH THE PROJECT COMPLY WITH THE TERMS OF THIS PARAGRAPH, WAIVE ANY IMMUNITY GRANTED UNDER RCW TITLE 51 AND ASSUME ALL LIABILITY FOR ACTIONS BROUGHT BY EMPLOYEES OF THE SUBCONTRACTOR.

1-07.15 Temporary Water Pollution/Erosion Control
The fourth paragraph is deleted.

1-07.15(1) Spill Prevention, Control and Countermeasures Plan
This section is deleted in its entirety and replaced with the following:

The Contractor shall prepare and implement a project-specific spill prevention, control, and countermeasures plan (SPCC Plan) for the duration of the project. The Contractor shall submit the plan to the Project Engineer no later than the date of the preconstruction conference. No on-site construction activities may commence until the Contracting Agency accepts an SPCC Plan for the project. SPCC Plan template and guidance information is available at: http://www.wsdot.wa.gov/Environment/HazMat/SpillPrevention.htm.

The SPCC Plan shall address all fuels, petroleum products and hazardous materials, as defined in Chapter 447 of the WSDOT Environmental Procedures Manual (M 31-11). Occupational safety and
health requirements that may pertain to SPCC Plan implementation are contained in, but not limited to, WAC 296-824 and WAC 296-843. The SPCC Plan shall address conditions that may be required by Section 3406 of the current International Fire Code, or as approved by the local Fire Marshal.

Implementation Requirements
The Contractor shall update the SPCC Plan throughout project construction so that the written plan reflects actual site conditions and practices. The Contractor shall update the SPCC Plan at least annually and maintain a copy of the updated SPCC Plan on the project site. The Contractor shall fully implement the SPCC Plan, as accepted and updated, at all times.

SPCC Plan Element Requirements
The SPCC Plan shall set forth the following information in the following order:

1. Responsible Personnel
   Identify the names, titles, and contact information for the personnel responsible for implementing and updating the plan and for responding to spills.

2. Spill Reporting
   List the names and telephone numbers of the Federal, State, and local agencies the Contractor shall notify in the event of a spill.

3. Project and Site Information
   Describe the following items:
   
   A. The project Work.
   B. The site location and boundaries.
   C. The drainage pathways from the site.
   D. Nearby waterways and sensitive areas and their distances from the site.

4. Potential Spill Sources
   Describe each of the following for all potentially hazardous materials brought or generated on-site (including materials used for equipment operation, refueling, maintenance, or cleaning):
   
   A. Name of material and its intended use.
   B. Estimated maximum amount on-site at any one time.
   C. Location(s) (including any equipment used below the ordinary high water line) where the material will be staged, used, and stored and the distance(s) from nearby waterways and sensitive areas.

5. Pre-Existing Contamination
Describe any pre-existing contamination and contaminant sources (such as buried pipes or tanks) in the project area that are described in the Contract provisions and Plans. Identify equipment and work practices that shall be used to prevent the release of contamination.

6. Spill Prevention and Response Training
Describe how and when all project personnel, including refueling personnel and other Subcontractors, shall be trained in spill prevention, containment, and response and in the location of spill response kits.

7. Spill Prevention
Describe the following items:

A. The contents and locations of spill response kits that the Contractor shall supply and maintain that are appropriately stocked, located in close proximity to hazardous materials and equipment, and immediately accessible.

B. Security measures for potential spill sources to prevent accidental spills and vandalism.

C. Methods used to prevent stormwater from contacting hazardous materials.

D. Secondary containment for each potential spill source listed in 4, above. Secondary containment structures shall be in accordance with Section S9.D.9 of Ecology’s Construction Stormwater General NPDES Permit, where secondary containment means placing tanks or containers within an impervious structure capable of containing 110% of the volume contained in the largest tank within the containment structure. Double-walled tanks do not require additional secondary containment.

E. BMP Methods used to prevent discharges to ground or water during mixing and transfers of hazardous materials and fuel. Methods to control pollutants shall use BMPs in accordance with Ecology’s Construction Stormwater General NPDES Permit. BMPs guidance is provided in Ecology’s Stormwater Management Manuals, such as Volume II – Construction Stormwater Pollution Prevention, BMP C153 and Volume IV Source Control BMPs.

F. Refueling procedures for equipment that cannot be moved from below the ordinary high water line.

G. Daily inspection and cleanup procedures that ensure all equipment used below the ordinary high water line is free of all external petroleum-based products.

H. Routine equipment, storage area, and structure inspection and maintenance practices to prevent drips, leaks or failures of hoses, valves, fittings, containers, pumps, or other systems that contain or transfer hazardous materials.

I. Site inspection procedures and frequency.
8. Spill Response
Outline the response procedures the Contractor shall follow for each scenario listed below, indicating that if hazardous materials are encountered or spilled during construction, the Contractor shall do everything possible to control and contain the material until appropriate measures can be taken. Include a description of the actions the Contractor shall take and the specific on-site spill response equipment that shall be used to assess the spill, secure the area, contain and eliminate the spill source, clean up spilled material, decontaminate equipment, and dispose of spilled and contaminated material.

A. A spill of each type of hazardous material at each location identified in 4, above.

B. Stormwater that has come into contact with hazardous materials.

C. A release or spill of any pre-existing contamination and contaminant source described in 5, above.

D. A release or spill of any unknown pre-existing contamination and contaminant sources (such as buried pipes or tanks) encountered during project Work.

E. A spill occurring during Work with equipment used below the ordinary high water line.

If the Contractor will use a Subcontractor for spill response, provide contact information for the Subcontractor under item 1 (above), identify when the Subcontractor shall be used, and describe actions the Contractor shall take while waiting for the Subcontractor to respond.

9. Project Site Map
Provide a map showing the following items:

A. Site location and boundaries.

B. Site access roads.

C. Drainage pathways from the site.

D. Nearby waterways and sensitive areas.

E. Hazardous materials, equipment, and decontamination areas identified in 4, above.

F. Pre-existing contamination or contaminant sources described in 5, above.

G. Spill prevention and response equipment described in 7 and 8, above.

10. Spill Report Forms
Provide a copy of the spill report form(s) that the Contractor shall use in the event of a release or spill.

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

“SPCC Plan,” lump sum.

When the written SPCC Plan is accepted by Contracting Agency, the Contractor shall receive 50-percent of the lump sum Contract price for the plan. The remaining 50-percent of the lump sum price will be paid after the materials and equipment called for in the Plan are mobilized to the project.

The lump sum payment for “SPCC Plan” shall be full pay for all costs associated with creating and updating the accepted SPCC Plan, all costs associated with the set up of prevention measures, and implementing the current SPCC Plan as required by this Specification.

As to other costs associated with releases or spills, including restocking spill kits, the Contractor may request payment as provided for in the Contract. No payment shall be made if the release or spill was caused by or resulted from the Contractor’s operations, negligence, or omissions.

1-07.16(2) Vegetation Protection and Restoration
The second paragraph is revised to read:

Damage which may require replacement of vegetation includes torn bark stripping, broken branches, exposed root systems, cut root systems, poisoned root systems, compaction of surface soil and roots, puncture wounds, drastic reduction of surface roots or leaf canopy, changes in grade greater than 6-inches, or any other changes to the location that may jeopardize the survival or health of the vegetation to be preserved.

The third paragraph is revised to read:

When large roots of trees designated to be saved are exposed by the Contractor’s operation, they shall be wrapped with heavy, moist material such as burlap or canvas for protection and to prevent excessive drying. The material shall be kept moist and securely fastened until the roots are covered to finish grade. All material and fastening material shall be removed from the roots before covering. All roots 1-inch or larger in diameter, which are damaged, shall be pruned with a sharp saw or pruning shear. Damaged, torn, or ripped bark shall be removed as designated by the Engineer at no additional cost to the Contracting Agency.

The fourth paragraph is revised to read:

Any pruning activity required to complete the Work as specified shall be performed by a Certified Arborist as designated by the Engineer.
1-07.18 Public Liability and Property Damage Insurance

This section is deleted in its entirety and replaced with the following:

1-07.18 Public Liability and Property Damage Insurance

The Contractor shall obtain and keep in force the following policies of insurance. The policies shall be with companies or through sources approved by the State Insurance Commissioner pursuant to Chapter 48.05, RCW. Unless otherwise indicated below, the policies shall be kept in force from the execution date of the Contract until the date of acceptance by the Secretary (Section 1-05.12).

1. Owners and Contractors Protective (OCP) Insurance providing bodily injury and property damage liability coverage with limits of $3,000,000 per occurrence and, per project, in the aggregate for each policy period, written on Insurance Services Office (ISO) form CG0009 1204, together with Washington State Department of Transportation mandatory endorsement CG 2908 1195, specifying the Contracting Agency, the State, the Governor, the Commission, the Secretary, the Department and all officers and employees of the State as named insured.

2. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its equivalent with minimum limits of $3,000,000 per occurrence and in the aggregate for each one year policy period. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than $3,000,000 per occurrence and in the aggregate. Products and completed operations coverage shall be provided for a period of three years following Substantial Completion of the Work.

3. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the Work with a combined single limit of not less than $1,000,000 each occurrence. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than $1,000,000 per occurrence with the State named as an additional insured or designated insured in connection with the Contractor's Performance of the Contract. If pollutants are to be transported, MCS 90 and CA 99 48 endorsements are required on the Commercial Automobile Liability insurance policy unless in-transit pollution risk is covered under a Pollution Liability insurance policy.

4. The Contractor shall be Named Insured and the Contracting Agency, the State, the Governor, the Commission, the Secretary, the Department, all officers and employees of the State, and their respective members, directors, officers, employees, agents and consultants (collectively the "Additional Insureds") shall be included as Additional Insureds for all policies and coverages specified in this Section, with the exception of the OCP policy. Said insurance coverage shall be primary and non-contributory insurance with respect to the insureds and the Additional Insureds. Any insurance or self-insurance beyond that specified in this Contract that is maintained by any Additional Insured shall be in excess of such insurance and shall not contribute with it. All insurance coverage required by this Section shall be written and provided by "occurrence-based" policy forms rather than by "claims made" forms.

All endorsements adding Additional Insureds to required policies shall be issued on (i) form CG 20 10 11 85 or a form deemed equivalent by the Contracting Agency, providing the Additional Insureds with all policies and coverages set forth in this Section, with the exception
of the OCP and Commercial Auto policies or (ii) form CA 20 48 or forms deemed equivalent by
Contracting Agency, providing the Additional Insureds with all coverage's required under the
Commercial Automobile Liability.

5. The coverage limits to be provided by Contractor for itself and to the Contracting Agency and
Additional Insureds pursuant to this section or any Special Provision, shall be on a “per project”
aggregate basis with the minimum limits of liability as set forth herein for both general liability
and products/completed operations claims. The additional insured coverage required under this
Section for products/completed operations claims shall remain in full force and effect for not
less than three years following Substantial Completion of the project. If the Contractor
maintains, at any time, coverage limits for itself in excess of limits set forth in this Section 1-
07.18 or any Special Provision, then those additional coverage limits shall also apply to the
Contracting Agency and the Additional Insureds. This includes, but is not limited to, any
coverage limits provided under any risk financing program of any description, whether such
limits are primary, excess, contingent or otherwise.

6. All insurance policies and coverage’s required under Section 1-07.18 and Section 1-07.10 shall
contain a waiver of subrogation against the Contracting Agency, the State, any Additional
Insured and their respective departments, agencies, boards, and commissions and their
respective officers, officials, agents, and employees for losses arising from Work performed by
or on behalf of the Contractor. This waiver has been mutually negotiated by the parties.

7. Where applicable, the Contractor shall cause each Subcontractor to provide insurance that
complies with all applicable requirements of the Contractor-provided insurance as set forth
herein, in circumstances where the Subcontractor is not covered by the Contractor-provided
insurance. The Contractor shall have sole responsibility for determining the limits of coverage
required, if any, to be obtained by Subcontractors, which determination shall be made in
accordance with reasonable and prudent business practices. In the event that a Subcontractor is
required to add the Contractor as an additional insured pursuant to its contract for Work at the
Project, then the Contractor shall also cause each Subcontractor to include the Contracting
Agency and the Additional Insureds as additional insureds as well, for primary and non-
contributory limits of liability under each Subcontractor’s Commercial General Liability,
Commercial Automobile Liability and, any other coverage’s which may be required pursuant to
a “Special Provision”.

8. Unless specifically noted otherwise in the Contract Documents, the parties to this Contract do
not intend by any of the provisions of this Contract to cause the public or any member thereof
or any other Person to be a third party beneficiary of the Contract Documents. Nothing in this
Contract authorizes anyone not a party to this Contract or a designated third party beneficiary to
this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or
provisions of this Contract. It is the further intent of the Contracting Agency and the Contractor
in executing the Form of Contract that no individual, firm, corporation or any combination
thereof which supplies materials, labor, services, or equipment to the Contractor for the
performance of the Work shall become thereby a third party beneficiary of this Contract.

The Contract Documents shall not be construed to create a contractual relationship of any kind
between the Contracting Agency and a Subcontractor or any other Person except the Contractor.
9. The Owners and Contractors Protective Insurance policy shall not be subject to a deductible or contain provisions for a deductible. The Commercial General Liability policy and the Commercial Automobile Liability Insurance policy may, at the discretion of the Contractor, contain such provisions. If a deductible applies to any claim under these policies, then payment of that deductible will be the responsibility of the Contractor, notwithstanding any claim of liability against the Contracting Agency. However in no event shall any provision for a deductible provide for a deductible in excess of $50,000.00.

10. With the exception of the Commercial Automobile liability coverage, no policies of insurance required under this Section shall contain an arbitration or alternative dispute resolution clause applicable to disputes between the insurer and its insureds. Any and all disputes concerning (i) terms and scope of insurance coverage afforded by the policies required hereunder and/or (ii) extra contractual remedies and relief which may be afforded policy holders in connection with coverage disputes, shall be resolved in Washington Superior Court, applying Washington law.

11. Prior to Contract execution, the Contractor shall file with the Department of Transportation, Contract Payment Section, P.O. Box 47420, Olympia, WA 98504-7420, ACORD Form Certificates of Insurance evidencing the minimum insurance coverages required under these Specifications. Within 30 days of being awarded a Contract, the Contractor shall provide the Department with complete copies, which may be electronic copies, of all insurance policies required under this section and any Special Provisions.

12. The Contractor shall provide written notice to the Engineer of any policy cancellations and provide the Department of Transportation, Contract Payment Section, P.O. Box 47420 Olympia, WA 98504-7420, by U.S Mail, notice of any policy cancellation within two business days of receipt of cancellation.

13. Failure on the part of the Contractor to maintain the insurance as required, or to not provide certification and copies of the insurance prior to the time specified in subsection 11 above, shall constitute a material breach of Contract upon which the Contracting Agency may, after giving 5-business days notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the unit Contract prices and no additional payment will be made.

SECTION 1-08, PROSECUTION AND PROGRESS
April 4, 2011

1-08.1 Subcontracting
The second and third sentences in the eighth paragraph are revised to read:

This Certification shall be submitted to the Project Engineer on WSDOT form 421-023, “Quarterly Report of Amounts Paid as MBE/WBE Participants”, quarterly for the State fiscal quarters: January
1 through March 31, April 1 through June 30, July 1 through September 30, October 1 through December 31, and for any remaining portion of a quarter through Physical Completion of the Contract. The report is due 20 calendar days following the fiscal quarter end or 20-calendar days after Physical Completion of the Contract.

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

On all projects funded with both Contracting Agency funds and Federal assistance the Contractor shall submit a “Quarterly Report of Amounts Credited as DBE Participation” on a quarterly basis in which DBE work is accomplished, for every quarter in which the Contract is active or upon completion of the project, as appropriate.

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

When required, this “Quarterly Report of Amounts Credited as DBE Participation” is in lieu of WSDOT form 421-023, “Quarterly Report of Amounts Paid as MBE/WBE Participants”.

1-08.5 Time for Completion
The last two sentences in the first paragraph are revised to read:

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.

Item number 2.c. in the sixth paragraph is revised to read:

c. Quarterly Reports of Amounts Paid as MBE/WBE Participants, or Quarterly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.

SECTION 1-09, MEASUREMENT AND PAYMENT
August 1, 2011

1-09.2(1) General Requirement for Weighing Equipment
This section is revised to read:

Unless specified otherwise, any Highway or Bridge construction materials to be proportioned or measured and paid for by weight shall be weighed on a scale.

Scales
Scales shall:

1. be accurate to within 0.5-percent of the correct weight throughout the range of use;
2. not include spring balances;
3. include beams, dials, or other reliable readout equipment;
4. be built to prevent scale parts from binding, vibrating, or being displaced and to protect all working parts and;

5. be carefully maintained, with bunkers and platforms kept clear of accumulated materials that could cause errors.

**Scale Operations**

Contractor provided scale operations are defined as operations where a scale is set up by the Contractor specifically for the project and most, if not all, material weighed on the scale is utilized for Contract Work. In this situation, the Contractor shall provide a person to operate the project scale, write tickets, perform scale checks and prepare reports.

Commercial scale operations include the use of established scales used to sell materials to the public on a regular basis. In addition, for the purposes of this specification, all batch, hopper, and belt scales are considered to be commercial scales. When a commercial scale is used as the project scale, the Contractor may utilize a commercial scale operator provided it is at no additional cost to the contracting agency.

In addition, the Contractor shall ensure that:

1. the Engineer is allowed to observe the weighing operation and check the daily scale weight record;

2. scale verification checks are performed at the direction of the Contracting Agency (see Section 1-09.2(5));

3. several times each day, the scale operator records and makes certain the platform scale balances and returns to zero when the load is removed; and

4. test results and scale weight records for each day’s hauling operations are provided to the Engineer daily. Unless otherwise approved, reporting shall utilize form 422-027, Scaleman’s Daily Report.

**Trucks and Tickets**

Each truck to be weighed shall bear a unique identification number. This number shall be legible and in plain view of the scale operator. Each vehicle operator shall obtain a weigh or load ticket from the scale operator. The Contracting Agency will provide item quantity tickets for scales that are not self-printing. The Contractor shall provide tickets for self-printing scales. All tickets shall, at a minimum, contain the following information:

1. date of haul;

2. contract number;

3. contract unit Bid item;

4. unit of measure;
5. identification number of hauling vehicle; and

6. weight delivered

   a. net weight in the case of batch and hopper scales

   b. gross weight, tare and net weight in the case of platform scales (tare may be omitted if
      a tare beam is used)

   c. approximate load out weight in the case of belt conveyor scales

The vehicle operator shall deliver the ticket in legible condition to the material receiver at the
material delivery point. The material delivery point is defined as the location where the material is
incorporated into the permanent Work.

1-09.2(2) Specific Requirements for Batching Scales
In the first paragraph, the last sentence is revised to read:

Batching scales used for Portland Cement concrete or hot mix asphalt shall not be used for batching
other materials.

1-09.2(3) Specific Requirements for Platform Scales
In the first paragraph, the last sentence is revised to read:

A tare weight shall be taken of each hauling vehicle at least once daily.

The third paragraph is deleted.

1-09.2(5) Measurement
This section is revised to read:

Scale Verification Checks
The Engineer will verify the accuracy of each batch, hopper or platform scale. The frequency of
verification checks will be such that at least one test weekly is performed for each weighed contract
item of work being performed during that week.

Verification checks may not be routinely conducted for weighed material, who's proposal quantity
multiplied by the unit bid price, has a value less than $20,000.

The verification will consist of one of the following methods and be at the Contractor's option:

1. Weigh a loaded truck on a separate certified platform scale designated by the Contractor,
   for the purpose of scale verification.

2. Weigh a vehicle that weighs at least 10,000 pounds on a separate certified scale and then
   check the project scale with it.
Establish a certified fixed load weighing at least 10,000 pounds as a check-weight. The certification shall consist of an affidavit affirming the correct weight of the fixed load.

Should the scale verification check reveal a weight difference of more than 0.5-percent, a second scale verification check shall be performed immediately. If the weight differences of both comparison checks exceed the 0.5-percent limit and the scale has been over weighing, the Contractor shall immediately stop weighing and the scale shall be recertified at the Contractor's expense. If the weight difference of both comparison checks exceed the 0.5-percent limit and the scale is under weighing, it shall be adjusted immediately. The Contractor will not be compensated for any loss from under weighing.

**Belt Scales**

To test the accuracy of a belt-conveyor scale, the Contractor shall weigh five or more payloads from sequential hauling units and compare these weights with weights of the same payloads taken on a separate certified platform scale. If the test results fluctuate, the Engineer may require more than five check loads. Conveyor weights will be based on tonnage values taken from the sealed odometer at the beginning and end of each check period.

If scale verification checks show the scale has been under weighing, it shall be adjusted immediately. The Contractor will not be compensated for any loss from under weighing.

If scale verification checks show the scale has been overweighing, its operation will cease immediately until adjusted.

**Minor Construction Items**

If the specifications and plans require weight measurement for minor construction items, the Contractor may request permission to convert volume to weight. If the Engineer approves, an agreed factor may be used to make this conversion and volume may be used to calculate the corresponding weight for payment.

**1-09.2(6) Payment**

This section is revised to read:

Unless specified otherwise the Contracting Agency will pay for no materials received by weight unless they have been weighed as required in this section or as required by another method the Engineer has approved in writing.

The Contractor shall not be compensated for any loss from under weighing that is revealed by scale verification checks.

If scale verification checks reveal that the scale is over weighing, then payment for all material weighed since the last valid scale verification check will be adjusted. The contracting agency will calculate the combined weight of all materials weighed after the last verification check showing accurate results. This combined weight will then be reduced for payment by the percentage of scale error that exceeds 0.5-percent unless the Contractor demonstrates to the satisfaction of the Engineer that the defect in the scale was present for a lesser period of time.
Unit contract prices for the various pay items of the project cover all costs related to weighing and proportioning materials for payment. These costs include but are not limited to:

- furnishing, installing, certifying, and maintaining scales;
- providing a weigher to operate a Contractor provided scale;
- providing a weigher to operate a commercial scale, if necessary;
- providing self-printing tickets, if necessary;
- rerouting a truck for verification weighing;
- assisting the Engineer with scale verification checks;
- any other related costs associated with meeting the requirements of this section.

1-09.9 Payments
The first paragraph is revised to read:

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

The Contractor shall submit a breakdown of the cost of lump sum Items to enable the Project Engineer to determine the Work performed on a monthly basis. Lump sum item breakdowns shall be submitted prior to the first progress payment that includes payment for the Bid Item in question. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown the Project Engineer will make a determination based on information available. The Project Engineer’s determination of the cost of work shall be final.

In the third paragraph, the second sentence is deleted.

1-09.11(1)A Disputes Review Board Membership
This section is supplemented with the following new paragraph:

The Contracting Agency and Contractor shall indemnify and hold harmless the Board Members from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees arising out of and resulting from the actions and recommendations of the Board.

SECTION 3-01, PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING
August 1, 2011

3-01.4(4) Gravel Base
The second paragraph is deleted.
SECTION 8-01, EROSION CONTROL AND WATER POLLUTION CONTROL

August 1, 2011

8-01.2 Materials
In the first paragraph, the following is inserted after the first sentence:

Corrugated Polyethylene Drain Pipe 9-05.1(6)

8-01.3(1) General
In the sixth paragraph, the first sentence is revised to read:

When natural elements rut or erode the slope, the Contractor shall restore and repair the damage with the eroded material where possible, and remove and dispose of any remaining material found in ditches and culverts.

In the seventh paragraph the first two sentences are deleted.

The table in the seventh paragraph is revised to read:

<table>
<thead>
<tr>
<th>Western Washington (West of the Cascade Mountain crest)</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1 through September 30</td>
</tr>
<tr>
<td>October 1 through April 30</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Eastern Washington (East of the Cascade Mountain crest)</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 1 through October 31</td>
</tr>
<tr>
<td>November 1 through March 31</td>
</tr>
</tbody>
</table>

The eighth paragraph is revised to read:

The Engineer may increase or decrease the limits based on project conditions.

The ninth paragraph is revised to read:

Erodible earth is defined as any surface where soils, grindings, or other materials may be capable of being displaced and transported by rain, wind, or surface water runoff.

The 10th paragraph is revised to read:

Erodible earth not being worked, whether at final grade or not, shall be covered within the specified time period, (see the tables below) using an approved soil covering practice.

<table>
<thead>
<tr>
<th>Western Washington (West of the Cascade Mountain crest)</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 1 through April 30</td>
</tr>
<tr>
<td>May 1 to September 30</td>
</tr>
</tbody>
</table>

| Eastern Washington (East of the Cascade Mountain crest) |
October 1 through June 30 5-days maximum
July 1 through September 30 10-days maximum

8-01.3(1)A Submittals
This section is revised to read:

When a Temporary Erosion and Sediment Control (TESC) Plan is included in the Plans, the Contractor shall either adopt or modify the existing TESC Plan. The Contractor shall provide a schedule for TESC Plan implementation and incorporate it into the Contractor’s progress schedule. The Contractor shall obtain the Engineer’s approval of the TESC Plan and schedule before any work begins.

Modified TESC Plans shall meet all requirements of Chapter 6, Section 6-2 of the current edition of the WSDOT Highway Runoff Manual. The TESC Plan shall cover all areas the Contractor’s Work may affect inside and outside the limits of the project (including all Contracting Agency provided sources, disposal sites, and haul roads, and all nearby land, streams, and other bodies of water).

The Contractor shall allow at least 5-working days for the Engineer to review any original or revised TESC Plan. Failure to approve all or part of any such Plan shall not make the Contracting Agency liable to the Contractor for any Work delays.

8-01.3(1)B Erosion and Sediment Control (ESC) Lead
The first sentence in the third paragraph is revised to read:

When a TESC Plan is included in the Contract Plans, the ESC Lead shall also inspect all areas disturbed by construction activities, all on-site erosion and sediment control BMP’s, and all stormwater discharge points at least once every calendar week and within 24-hours of runoff events in which stormwater discharges from the site. Inspections of temporarily stabilized, inactive sites may be reduced to once every calendar month.

In the last paragraph, "Form Number 220-030 EF" is revised to read "WSDOT Form Number 220-030 EF".

8-01.3(1)C Water Management
In number 2., the reference to "Standard Specification" is revised to read "Section".

Number 3., is revised to read:

3. Offsite Water
Prior to disruption of the normal watercourse, the Contractor shall intercept the offsite stormwater and pipe it either through or around the project site. This water shall not be combined with onsite stormwater. It shall be discharged at its pre-construction outfall point in such a manner that there is no increase in erosion below the site. The method for performing this Work shall be submitted by the Contractor for the Engineer’s approval.

8-01.3(1)D Dispersion/Infiltration
This section is revised to read:
Water shall be conveyed only to dispersion or infiltration areas designated in the TESC Plan or to sites approved by the Engineer. Water shall be conveyed to designated dispersion areas at a rate such that, when runoff leaves the area, and enters waters of the State, turbidity standards are achieved. Water shall be conveyed to designated infiltration areas at a rate that does not produce surface runoff.

8-01.3(2)B Seeding and Fertilizing
The fourth paragraph is revised to read:

The seed applied using a hydroseeder shall have a tracer added to visibly aid uniform application. This tracer shall not be harmful to plant, aquatic or animal life. If Short Term Mulch is used as a tracer, the application rate shall not exceed 250-pounds per acre.

In the fifth paragraph, "hydro seeder" is revised to read "hydroseeder".

8-01.3(2)D Mulching
In the second paragraph, the second sentence is revised to read:

Wood strand mulch shall be applied by hand or by straw blower on seeded areas.

In the third paragraph, "1" is revised to read "a single" and "hydro seeder" is revised to read "hydroseeder".

The fourth paragraph is revised to read:

Temporary seed applied outside the application windows established in 8-01.3(2)F shall be covered with a mulch containing either Moderate Term Mulch or Long Term Mulch, as designated by the Engineer.

8-01.3(2)E Tackling Agent and Soil Binders
The following new paragraph is inserted at the beginning of this Section:

Tackling agent or soil binders applied using a hydroseeder shall have a mulch tracer added to visibly aid uniform application. This tracer shall not be harmful to plant, aquatic or animal life. If Short Term Mulch is used as a tracer, the application rate shall not exceed 250-pounds per acre.

The third sentence in the first paragraph below “Soil Binding Using Polyacrylamide (PAM)” is revised to read:

A minimum of 200-pounds per acre of Short Term Mulch shall be applied with the dissolved PAM.

In the second paragraph below “Soil Binding Using Polyacrylamide (PAM)”, “within” is revised to read “after”.

The paragraph “Soil Binding Using Bonded Fiber Matrix (BFM)” including title is revised to read:
Soil Binding Using Moderate Term Mulch
The Moderate Term Mulch shall be hydraulically applied in accordance with the manufacturer’s installation instructions. The Moderate Term Mulch may require a 24 to 48 hour curing period to achieve maximum performance and shall not be applied when precipitation is predicted within 24 to 48 hours, or on saturated soils, as determined by the Engineer.

The last paragraph including titled is revised to read:

Soil Binding Using Long Term Mulch
The Long Term Mulch shall be hydraulically applied in accordance with the manufacturer’s installation instructions and recommendations.

8-01.3(2)F Dates for Application of Final Seed, Fertilizer, and Mulch
The first paragraph is revised to read:

Unless otherwise approved by the Engineer, the final application of seeding, fertilizing, and mulching of slopes shall be performed during the following periods:

<table>
<thead>
<tr>
<th>Western Washington</th>
<th>Eastern Washington</th>
</tr>
</thead>
<tbody>
<tr>
<td>(West of the Cascade Mountain crest)</td>
<td>(East of the Cascade Mountain crest)</td>
</tr>
<tr>
<td>March 1 through May 15</td>
<td>October 1 through November 15 only</td>
</tr>
<tr>
<td>September 1 through October 1</td>
<td></td>
</tr>
</tbody>
</table>

1 Where Contract timing is appropriate, seeding, fertilizing, and mulching shall be accomplished during the fall period listed above. Written permission to seed after October 1 will only be given when Physical Completion of the project is imminent and the environmental conditions are conducive to satisfactory growth.

8-01.3(2)G Protection and Care of Seeded Areas
The first paragraph is revised to read:

The Contractor shall be responsible to ensure a healthy stand of grass. The Contractor shall restore eroded areas, clean up and properly dispose of eroded materials, and reapply the seed, fertilizer, and mulch, at no additional cost to the Contracting Agency.

In the second paragraph, number 1. is revised to read:

1. At the Contractor’s expense, seed, fertilizer and mulch shall be reapplied in areas that have been damaged through any cause prior to final inspection, and reapplied to areas that have failed to receive a uniform application at the specified rate.

8-01.3(2)H Inspection
The first sentence is revised to read:

Inspection of seeded areas will be made upon completion of seeding, temporary seeding, fertilizing, and mulching.
The third sentence is revised to read:

Areas that have not received a uniform application of seed, fertilizer, or mulch at the specified rate, as determined by the Engineer, shall be reseeded, refertilized, or remulched at the Contractor’s expense prior to payment.

8-01.3(2) Mowing
In the first paragraph, the last sentence is revised to read:

Trimming around traffic facilities, Structures, planting areas, or other features extending above ground shall be accomplished preceding or simultaneously with each mowing.

8-01.3(3) Placing Erosion Control Blanket
In the first sentence, "Standard" is deleted.

The second sentence is revised to read:

Temporary erosion control blankets, having an open area of 60-percent or greater, may be installed prior to seeding.

8-01.3(4) Placing Compost Blanket
In the first paragraph, "before" is revised to read "prior to".

The last sentence is revised to read:

Compost shall be Coarse Compost.

8-01.3(5) Placing Plastic Covering
The first sentence is revised to read:

Plastic shall be placed with at least a 12-inch overlap of all seams.

8-01.3(6)A Geotextile-Encased Check Dam
The first paragraph is deleted.

8-01.3(6)B Rock Check Dam
This section including title is revised to read:

8-01.3(6)B Quarry Spall Check Dam
The rock used to construct rock check dams shall meet the requirements for quarry spalls.

8-01.3(6)D Wattle Check Dam
This section is revised to read:

Wattle check dams shall be installed in accordance with the Plans.
8-01.3(6)E Coir Log
This section is revised to read:

Coir logs shall be installed in accordance with the Plans.

8-01.3(9)A Silt Fence
In the second paragraph, the second sentence is revised to read:

The strength of the wire or plastic mesh shall be equivalent to or greater than what is required in Section 9-33.2(1), Table 6 for unsupported geotextile (i.e., 180 lbs. grab tensile strength in the machine direction).

8-01.3(9)B Gravel Filter, Wood Chip or Compost Berm
In the second paragraph, the last sentence is deleted.

The third paragraph is revised to read:

The Compost Berm shall be constructed in accordance with the detail in the Plans. Compost shall be Coarse Compost.

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

Straw Bale Barriers shall be installed in accordance with the Plans.

8-01.3(9)D Inlet Protection
The first three paragraphs are revised to read:

Inlet protection shall be installed below or above, or as a prefabricated cover at each inlet grate, as shown in the Plans. Inlet protection devices shall be installed prior to beginning clearing, grubbing, or earthwork activities.

Geotextile fabric in all prefabricated inlet protection devices shall meet or exceed the requirements of Section 9-33.2, Table 1 for Moderate Survivability, and the minimum filtration properties of Table 2.

When the depth of accumulated sediment and debris reaches approximately ½ the height of an internal device or ½ the height of the external device (or less when so specified by the manufacturers) or as designated by the Engineer, the deposits shall be removed and stabilized on site in accordance with Section 8-01.3(16).

8-01.3(10) Wattles
In the first paragraph, the third sentence is revised to read:
Excavated material shall be spread evenly along the uphill slope and be compacted using hand
tamping or other method approved by the Engineer.

This section is supplemented with the following new paragraph:

The Contractor shall exercise care when installing wattles to ensure that the method of installation
minimizes disturbance of waterways and prevents sediment or pollutant discharge into waterbodies.

8-01.3(12) Compost Sock
In the first paragraph, "sock" is revised to read "socks" and "streambed" is revised to read "waterbodies".

In the second paragraph "bank" is revised to read "slope".

In the third paragraph "and" is revised to read "or".

This section is supplemented with the following new paragraph:

Compost for Compost Socks shall be Coarse Compost.

8-01.3(14) Temporary Pipe Slope Drain
The first paragraph is revised to read:

Temporary pipe slope drain shall be Corrugated Polyethylene Drain Pipe and shall be constructed in
accordance with the Plans.

The last paragraph is revised to read:

Placement of outflow of the pipe shall not pond water on road surface.

8-01.3(15) Maintenance
In the fourth paragraph, the last sentence is revised to read:

Clean sediments may be stabilized on site using approved BMPs as approved by the Engineer.

8-01.3(16) Removal
In the second paragraph, the last sentence is revised to read:

This may include, but is not limited to, ripping the soil, incorporating soil amendments, and seeding
with the specified seed.

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

Silt fence, gravel filter, compost berms, and wood chip berms will be measured by the linear foot
along the ground line of completed barrier.
8-01.5 Payment
The following bid items are relocated after the bid item "Check Dam":

"Inlet Protection", per each.

"Gravel Filter Berm", per linear foot.

The following new paragraph is inserted before the bid item "Stabilized Construction Entrance":

The unit Contract price per linear foot for "Check Dam" and "Gravel Filter Berm" and per each for "Inlet Protection" shall be full pay for all equipment, labor and materials to perform the Work as specified, including installation, removal and disposal at an approved disposal site.

The paragraph after the bid item "Temporary Curb" is revised to read:

The unit Contract price per linear foot for "Temporary Curb" shall include all costs to install, maintain, remove, and dispose of the temporary curb.

The following bid item is inserted after the bid item "Mulching with Pam":

"Mulching with Short Term Mulch", per acre.

The bid item "Mulching with BFM" is revised to read:

"Mulching with Moderate Term Mulch"

The bid item "Mulching with MBFM/FRM" is revised to read:

"Mulching with Long Term Mulch"
Special Provisions
SPECIAL PROVISIONS

E2 280-3438 – 2011 CRUSHING AND STOCKPILING PROJECT
(SUMMITVIEW QUARRY)

YAKIMA COUNTY, WASHINGTON

SPECIAL PROVISIONS

The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2010 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
(*****) Notes a revision to a General Special Provision
and also 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:

  Regions¹
  ER  Eastern Region
  NCR North Central Region
  NWR Northwest Region
  OR  Olympic Region
  SCR South Central Region
  SWR Southwest Region
  WSF Washington State Ferries Division

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.
GENERAL CONDITIONS

These Special Provisions, together with the Plans and Standard Specifications, provide a complete accomplishment of the work set forth therein. Payment of the items bid upon at the Contract Unit Price, therefore, shall be full and complete reimbursement for the completed project except as is otherwise specifically provided by the Special Provisions. The measurement of the quantity of each item of work accomplished will be made by the Engineer according to these Special Provisions and the applicable provisions of the 2010 Standard Specifications.

DIVISION 1
GENERAL REQUIREMENTS

DESCRIPTION OF WORK
(March 13, 1995)

The work to be performed under this Contract consists of the crushing and stockpiling of approximately 30,000 Tons of mineral aggregate at the Summitview Quarry, located in Section 11, Township 13 North, Range 17 East, W.M. as detailed on the attached plans, all in accordance with the attached Plans, these Special Provisions, the Standard Specifications and Amendments thereeto.

The quantities of work indicated in the proposal are to be considered as estimates and are for comparative bidding purposes only. All payments shall be made on the basis of actual field measurement of Contract work completed.

All references hereinafter made to Standard Specifications shall refer to the 2010 Standard Specifications for Road, Bridge and Municipal Construction, English Units, as prepared by the Washington State Department of Transportation and the Washington State Chapter of the American Public Works Association.

FUNDS

(******)

Yakima County Equipment Rental and Revolving Funds are involved in this project.

SECTION 1-01 DEFINITIONS AND TERMS

1-01.3 Definitions
(September 12, 2008 APWA GSP)

This Section is supplemented with the following:

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

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

E2 280-3438 - 2011 Crushing and Stockpiling Project (Summitview Quarry)
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**
*(January 24, 2011 APWA GSP)*

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

**1-02.2 Plans and Specifications**
*(June 27, 2011 APWA GSP)*

Delete this section and replace it with the following:

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

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

<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 (11&quot; x 17&quot;)</td>
<td>4</td>
<td>Furnished automatically upon award.</td>
</tr>
<tr>
<td>Contract Provisions</td>
<td>1</td>
<td>Furnished automatically upon award.</td>
</tr>
</tbody>
</table>
1-02.5 Proposal Forms
(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

1-02.6 Preparation of Proposal
(June 27, 2011 APWA GSP)

Supplement the second paragraph with the following:

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

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

Delete the last paragraph, and replace it with the following:

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

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

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

1-02.7 Bid Deposit

(October 1, 2005 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

1-02.9 Delivery of Proposal

(January 24, 2011 APWA GSP)

Delete this section and replace it with the following:

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

The Contracting Agency will not consider Proposals it receives after the time fixed for
opening Bids in the call for Bids.

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

1-02.12 Public Opening of Proposal

(******)

Section 1-02.12 is supplemented with the following:

Date of Opening Bids

Sealed bids are to be received at the following location prior to the time specified:
The bid opening date for this project is **September 14, 2011**. Bids received will be publicly opened and read after 2:00 P.M. on this date.

1-02.13 Irregular Proposals
(March 25, 2009 APWA GSP)

Revise item 1 to read:

1. A proposal will be considered irregular and will be rejected if:
   a. The Bidder is not prequalified when so required;
   b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
   c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
   d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
   e. A price per unit cannot be determined from the Bid Proposal;
   f. The Proposal form is not properly executed;
   g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
   h. The Bidder fails to submit or properly complete a Disadvantaged, Minority or Women's Business Enterprise Certification, if applicable, as required in Section 1-02.6;
   i. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
   j. More than one proposal is submitted for the same project from a Bidder under the same or different names.

1-02.14 Disqualification of Bidders
(March 25, 2009 APWA GSP, Option B)

Delete this Section and replace it with the following:

A Bidder will be deemed not responsible if:

1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or
2. evidence of collusion exists with any other Bidder or potential Bidder. Participants in collusion will be restricted from submitting further bids; or
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; or
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; or progress; affirmative action; equal employment opportunity practices; termination for cause; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women’s Business Enterprise utilization; or

5. there is uncompleted work (Contracting Agency or otherwise), which in the opinion of the Contracting Agency might hinder or prevent the prompt completion of the work bid upon; or

6. the Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the Contracting Agency; or

7. the Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the Contracting Agency; or

8. the Bidder is unable, financially or otherwise, to perform the work, in the opinion of the Contracting Agency; or

9. there are any other reasons deemed proper by the Contracting Agency.

As evidence that the Bidder meets the bidder responsibility criteria above, the apparent two lowest Bidders must submit to the Contracting Agency within 24 hours of the bid submittal deadline, documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all applicable responsibility criteria, including all documentation specifically listed in the supplemental criteria. The Contracting Agency reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess bidder responsibility.

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

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the Contracting Agency’s determination by presenting its appeal to the Contracting Agency. The Contracting Agency will consider the appeal before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the final determination.
1-03.1 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, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
5. Be accompanied by a power of attorney for the Surety’s officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

SECTION 1-04 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 Standard Specifications for Road, Bridge and Municipal Construction,
7. Contracting Agency’s Standard Plans (if any), and
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

SECTION 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 remediying 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
(March 25, 2009 APWA GSP)

Revise the seventh paragraph to read:
Whenever the Contracting Agency evaluates the Contractor’s qualifications pursuant to Section 1-02.14, it will take these performance reports into account.

1-05.14 Cooperation With other Contractors

(March 13, 1995)
Cooperation With Other Contractors
Section 1-05.14 is supplemented with the following:

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

1. Utility Work.
2. Normal Maintenance Activities

No additional payment will be made for this utility coordination work and all costs shall be incidental to the unit contract prices and no further payment shall be made.

SECTION 1-06 CONTROL OF MATERIAL

1-06 Buy America
(August 6, 2007)
Section 1-06 is supplemented with the following:

The major quantities of steel and iron construction material that is permanently incorporated into the project shall consist of American-made materials only. Buy America does not apply to temporary steel items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and falsework.

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 occurring domestically. To further define the coverage, a domestic product is a manufactured steel material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.

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

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

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

The following are considered to be steel manufacturing processes:

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

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

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

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

1-06.2(2) Statistical Evaluation of Materials for Acceptance

Section 1-06.2(2) of the Standard Specifications is deleted.
SECTION 1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1   Laws to be Observed
(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

(******)

Section 1-07.1 is supplemented with the following:

Prevention of Environmental Pollution and Preservation of Public Natural Resources
The Contractor shall comply with the following environmental provisions, which are made a part of the contract documents. A copy of the environmental provisions is available to the Contractor at the Project Engineer’s office.

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

"Regulations of Yakima County Clean Air Authority"
1-07.2 State Taxes

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

1-07.2 State Sales Tax
(June 27, 2011 APWA GSP)

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

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

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

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

1-07.2(3) Services

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

1-07.5 Fish and Wildlife and Ecology Regulations

1-07.5(4) Air Quality

(******)

In addition to the requirements of Section 1-07.5(4) of the Standard Specifications, the Contractor shall comply with the following environmental provisions:

The Contractor is hereby notified that there are various Federal, State, and local statutes, ordinances and regulations such as, but not limited to, the Yakima County Clean Air Authority Regulations, dealing with the prevention of environmental pollution and the preservation of public natural resources that affect or are affected by the project.

The Contractor is further advised that the construction of this Project does not require construction operations that would have to be done in a fashion that would be in violation of Yakima County’s Clean Air Ordinance, the State Shoreline Management Act or any other known statute, ordinance or regulation. To the extent that they are reasonably obtainable, these statutes, ordinances or regulations are on file in the office of the Director of Public Services of Yakima County, Room 408 County Courthouse, Yakima, Washington, for the inspection by prospective Bidders.

All Bidders are advised to acquaint themselves with the applicable sections of those statutes, ordinances, or regulations so that their Bid shall be based on a construction plan of operations that shall not be in violation of said statutes, ordinances or regulations. If the contractor desires to so conduct his operations so that they fall within the applicable sections of those statutes, ordinances, or regulations, he shall take all measures to obtain all approvals necessary to be in full compliance with the environmental protection requirements applicable to his operations. By submitting a Bid, the Contractor is thereby acknowledging these referred to Federal, State, and local statutes, ordinances or regulations.
1-07.6 Permits and Licenses
(******)

Section 1-07.6 is supplemented with the following:

In addition to the expenses may be incurred by the Contractor for procuring permits and licenses, as specified herein, the Contractor shall be required to submit payment to the Department of Labor and Industries for processing of “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid”. All costs incurred by the Contractor shall be included in his various Unit Bid Prices, and no further payment shall be made.

1-07.9 Wages
(******)

Section 1-07.9 of the Standard Specifications shall be supplemented with the following:

"The prevailing rate of wages to be paid to allow workmen, laborers, or mechanics employed in the performance of any part of this contract shall be in accordance with the provisions in Chapter 39.12 RCW, as amended. The rules and regulations of the Department of Labor and Industries and the schedule of Prevailing Wage Rates for the locality or localities where this contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein."

"Inasmuch as the Contractor will be held responsible for paying the prevailing wages, it is imperative that all contractors familiarize themselves with the current wage rates before submitting bids based on these Specifications."

"In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and his decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060 as amended."

A minimum of one wage rate interview of the prime Contractor and each Subcontractor will be conducted by the Engineer during the project.

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

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

The Contractor and his Subcontractors shall supply Yakima County with Weekly Certified Payrolls for this Project.
1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance
(January 24, 2011 APWA GSP)

1-07.18(1) General Requirements

A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best’s Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

B. The Contractor shall keep this insurance in force during the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. below).

C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period (“tail”) or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

D. The insurance policies shall contain a “cross liability” provision.

E. The Contractor's and all subcontractors’ insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency’s insurance, self-insurance, or insurance pool coverage.

F. The Contractor shall provide the Contracting Agency and all Additional Insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).

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

I. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums
in connection therewith, with any sums so expended to be repaid to the Contracting Agency
on demand, or at the sole discretion of the Contracting Agency, offset against funds due the
Contractor from the Contracting Agency.

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

1-07.18(2) Additional Insured
All insurance policies, with the exception of Professional Liability and Workers Compensation,
shall name the following listed entities as additional insured(s):
- the Contracting Agency and its officers, elected officials, employees, agents, and
  volunteers

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

1-07.18(3) Subcontractors
Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum
the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting
Agency, the Contractor shall provide evidence of such insurance.

1-07.18(4) Evidence of Insurance
The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and
endorsements for each policy of insurance meeting the requirements set forth herein when the
Contractor delivers the signed Contract for the work. The certificate and endorsements must
conform to the following requirements:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.

2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-
   07.18(2) as Additional Insured(s), showing the policy number. The Contractor may submit a
copy of any blanket additional insured clause from its policies instead of a separate
endorsement. A statement of additional insured status on an ACORD Certificate of
Insurance shall not satisfy this requirement.

3. Any other amendatory endorsements to show the coverage required herein.

1-07.18(5) Coverages and Limits
The insurance shall provide the minimum coverages and limits set forth below. Providing
coverage in these stated minimum limits shall not be construed to relieve the Contractor from
liability in excess of such limits. All deductibles and self-insured retentions must be disclosed
and are subject to approval by the Contracting Agency. The cost of any claim payments falling
within the deductible shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability
A policy of Commercial General Liability Insurance, including:
Per project aggregate
Premises/Operations Liability
Products/Completed Operations – for a period of one year following final acceptance of the work.
Personal/Advertising Injury
Contractual Liability
Independent Contractors Liability
Stop Gap / Employers’ Liability
Explosion, Collapse, or Underground Property Damage (XCU)
Blasting (only required when the Contractor’s work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

$1,000,000 Each Occurrence
$2,000,000 General Aggregate
$1,000,000 Products & Completed Operations Aggregate
$1,000,000 Personal & Advertising Injury, each offence

Stop Gap / Employers’ Liability

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

1-07.18(5)B Automobile Liability

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if “pollutants” are to be transported. Such policy(ies) must provide the following minimum limit:

$1,000,000 combined single limit

1-07.18(5)C Workers’ Compensation

The Contractor shall comply with Workers’ Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters
(May 25, 2006 APWA GSP)
Add the following new section:

1-08.0(1) Preconstruction Conference  
(*October 10, 2008 APWA GSP*)

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

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

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

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

1-08.4 Prosecution of Work

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

1-08.4 Notice to Proceed and Prosecution of Work  
(*June 27, 2011 APWA GSP*)

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

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

1-08.5 Time For Completion
(******)

Section 1-08.5 is supplemented with the following:

This project shall be completed within **20 working days**.

Contract time shall begin on the later of: the first working day following the 10th calendar day after
the date the Contracting Agency executes the contract or the first day the Contractor starts onsite
work.

1-09 MEASUREMENT AND PAYMENT

1-09.7 Mobilization
(******)

Section 1-09.7 of the Standard Specifications shall be supplemented with the following:

Contractor shall acquire the necessary moving permits from the Washington Department of
Transportation and Yakima County Public Services prior to mobilizing equipment to the quarry
site. The Contractor shall locate the crusher such that the material can be excavated in an efficient
manner that disturbs a minimum amount of area that would adversely effect future set ups. The
Contractor shall locate the platform scale and scalehouse in a position that would provide viewing
of the loading and stockpiling operation of the material being processed. The Engineer shall
approve the location of the scale and scalehouse prior to set-up.

All cost associated with the mobilization of equipment, crusher set-up, and scale/scalehouse shall
be included in the Unit Contract Price for "Mobilization". Payment will be as detailed under
Section 1-09.7 of the Standard Specifications and its subsequent Amendments.

3-01 PRODUCTION FROM QUARRY AND PIT SITES

3-01.2(8) Use of Explosives
(******)

The following section is added:

The Contractor shall obtain and pay for the cost of any permits or licenses required for blasting,
and make arrangement for inspection if required by the State Fire Marshal and any other agencies
having jurisdiction over such matters.

The storage, handling, and use of explosives shall be performed in strict compliance with all
federal, state, local, and owner's regulations that apply. The Contractor shall coordinate and
perform blasting work to avoid interference with, or danger to, persons in the vicinity, the
operations and property of the owner, adjacent facilities, and other contractors.
The Contractor shall promptly repair or replace all damage to work, materials, and existing structures and facilities that are intended to remain.

When using explosives, the Contractor shall adopt precautions which will prevent damage to landscape features and other surrounding objects, and prevent the scattering of rocks, stumps, or other debris. Trees within an area designated to be cleared may be left as a protective screen for surrounding vegetation during blasting operations. Trees so left shall be removed and disposed of after blasting has been completed.

The Contractor shall use electric detonators, except under conditions which indicate the use of other methods. Requests for the use of other detonators shall be in writing, showing the reasons and accepting the responsibility therefore. Such requests shall be submitted to the Engineer and approved before another type of detonator is used.

Rock blasting and sidehill excavation shall not be done by means of "coyote" or "gopher" holes, except with the prior written consent of the Engineer. Approval shall be only on the condition that the Contractor accepts full responsibility for the operations.

The Contractor shall exercise extreme care when blasting near any surface or structure intended to remain. In case damage from blasting occurs to any area or work intended to remain, or to the material surrounding or supporting the same that is intended to remain, the Contractor shall remove such damaged areas, repair the area by replacing the material surrounding or supporting the same, or furnish such material and perform such work for repair or replacement as the Engineer shall deem necessary. The Contractor shall repair promptly, completely, and satisfactorily all areas intended to remain that were damaged by blasting, at no additional expense to the owner.

**CRUSHED SCREENINGS 1/2"-1/4" IN STOCKPILE (SUMMITVIEW QUARRY)**

Crushed Screenings shall not be manufactured in conjunction with any other product and shall meet all requirements specified as follows:

In the production of Crushed Screenings 1/2"-1/4", all material passing a 1-inch square opening screen, after it has passed the primary crusher shall be removed before the production of this material, and in the production of crushed screenings 1/2"-1/4" all surplus screenings passing the 1/4" square opening screen shall be removed. Surplus screenings 1"-0 shall be stockpiled at the unit price of $2.00 per ton which shall be full compensation for all costs involved in the screening, loading, hauling, and stockpiling of this material. Surplus screenings -1/4 shall be stockpiled at the unit price of $2.00 per ton which shall be full compensation for all costs involved in the screening, loading, hauling, and stockpiling of this material. **NOTE:** The surplus crushed screenings 1/4"-0, as referenced herein, are waste screenings and are not required to meet the grading specification contained in Section 9-03.4(2) of the Standard Specifications, as amended. It is not the intent to require the Contractor to produce screenings 1"-0 and 1/4"-0 in excess of the amount accumulated in the manufacture of crushed screenings 1/2"-1/4". For the purpose of providing a common proposal for all bidders, and for that purpose only, the County has estimated the fixed amount for the items of work above described and has arbitrarily entered the amount in the bid proposal to become a part of the total bid by the Contractor. The above noted screens of 1" and 1/4" openings may not be substituted for without approval from the Engineer.
3-01.3 County Furnished Material Sources
(*****)

Section 3-01.3 of the Standard Specifications is supplemented with the following:

The following sources of materials are made available free of charge for this project to the Contractor:

SUMMITVIEW QUARRY:

Material for the manufacture of "Crushed Screenings 1/2"-1/4", in Stockpile" may be obtained from Summitview Quarry located in Section 11, Township 13 North, Range 17 East, W.M.

3-01.3(6) Special Conditions
(*****)

The following special conditions shall apply to this project:

1. Contractor shall use platform scales to weigh aggregate for payment. Belt scales will not be allowed. Scales must be large enough to hold entire vehicle, and be certified prior to beginning any operations. Contractor shall supply weights for checking accuracy of scales, periodically. Generally these weights are 50 pounds each, and 10 are used.

2. Other Yakima County projects near the Quarry sites may be hauling from the stockpile during the crushing and stockpiling process of this project. Conflicts in using the stockpile site should be considered as possible short delays may occur. All costs incurred shall be considered incidental to the Contract Bid Items and no further payment shall be made.

3-01.3(7) Special Requirements
(*****)

Several special requirements shall be completed by the Contractor as detailed below:

SUMMITVIEW QUARRY:

1. The stockpile areas shall be graded in a manner acceptable to the Engineer prior to the placement of any material in the appropriate stockpiles.

2. After construction the newly excavated slope and floor shall be reclaimed in a manner to match the surrounding area.

3-02 STOCKPILING AGGREGATES

3-02.2(6) Construction of Stockpiles
(*****)

Section 3-02.2(6) of the Standard Specifications shall be supplemented with the following:
All stockpile material shall be hauled to, and stockpiled at locations staked by the Engineer within the quarries. At several locations, existing stockpiles will be added to, therefore, the Contractor shall use caution and care so as to not cause any contamination of the existing material.

3-03 SITE RECLAMATION

3-03.3(1) County Provided Sites
(******)

Section 3-03.3(1) of the Standard Specifications shall be supplemented with the following:

All costs incurred by the Contractor to accomplish the reclamation of pit sites as shown on the attached Plans shall be considered incidental to various Contract Bid Items involved and no further payment shall be made.

9-03 AGGREGATES

9-03.4(2) ½” – ¼” Crushed Surfacing
(******)

Section 9-03.4(2) of the Standard Specifications shall be revised to read as follows:

½” – ¼” Crushed Surfacing shall meet all requirements of Section 9-03.4(2) for aggregate for BST except that it shall meet the following specifications for grading and fracture.

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All percentages are by weight.
Prevailing Wage Rates
For Applicable Prevailing Wage Rates please download or print from the Washington State Department of Labor & Industries web site link on the Bid Date as stated below:

http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp
Standard Plans
The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01
transmitted under Publications Transmittal No. PT 09-013, effective August 1, 2011 is made a
part of this contract.

The Standard Plans are revised as follows:

B-10.20 and B10.40
Substitute “step” in lieu of “handhold” on plan

C-14a
SECTION B, callout – 1½” PVC CONDUIT (TYP.) is revised to read: 1¼” PVC CONDUIT
(TYP.) callout (mark) 8 #9 ~ 36” (TYP.) is revised to read: callout (mark) 8 #8 ~ 36” (TYP.)
EPOXY BAR EXPANSION JOINT DETAIL, callout (mark) W #9 (epoxy coated symbol) ~
36” (TYP.) is revised to read: callout (mark) 8 #8 (epoxy coated symbol) ~ 36” (TYP.)

C-23.60
Note 4. For anchor post assembly details, see Standard Plan C-1b. Use detail on this plan
for wood breakaway post. (No block on this post)

Is revised as follows:

Note 4. For anchor post assembly details, refer to standard plan C-1b for Sim. Installation,
with the exception of using the wood breakaway post detail, this plan. (No block on this
post). Typical for both steel or wood guardrail runs.

G-24.40
Existing callout - CORNER BOLT (TYP.)
New callout - CORNER BOLT OR SHOULDER BOLT (TYP.)

J-1f
Note 2, reference to J-7d is revised to J-15.15
References to J-9a (3 instances) are revised to J-60.05

J-3b
Sheet 2 of 2, Plan View of Service Cabinet, Boxed Note, “SEE STANDARD PLAN J-6C…”
is revised to read: “SEE STANDARD PLAN J-10.10…”
Sheet 2 of 2, Plan View of Service Cabinet Notes, references to Std. Plan J-9a are revised
to J-60.05 (3 instances).

J-7c
Note 3, reference to J-7d is revised to J-15.15

J-16b
Key Note 1, reference to J-16a is revised to J-40.36

J-16c
Key Note 1, reference to J-16a is revised to J-40.36
J-20.10
Sheet 2, 2-Way Mounting Angle Detail,
Dimension 1.625" is revised to 1.8125"
Dimension 2.375" is revised to 2.1875"

J-75.40
Monotube Sign Structure, elevation, callout – EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC. MINIMUM SIZE # 8
Is revised to read; EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC minimum size # 4 AWG
Detail C, callout – EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL
REINFORCING BAR, SIZE PER NEC MIN. SIZE # 8
Is revised to read; EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL
REINFORCING BAR, SIZE PER NEC minimum size # 4 AWG

J-75.45
Elevation, callout – EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC. MINIMUM SIZE # 8
Is revised to read:
EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC minimum size # 4 AWG
Detail D, callout – EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL
REINFORCING BAR, SIZE PER NEC. MIN. SIZE # 8
Is revised to read:
EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL REINFORCING BAR, SIZE PER NEC minimum size # 4 AWG

K-80.30
In the NARROW BASE, END view, the reference to Std. Plan C-8e is revised to Std. Plan K-80.35

The following are the Standard Plan numbers applicable at the time this project was advertised.
The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.
A-10.10-00.......8/07/07   A-30.35-00......10/12/07   A-50.20-01.......9/22/09
A-10.20-00.......10/05/07  A-40.00-00.......8/11/09   A-50.30-00.....11/17/08
A-10.30-00.......10/05/07  A-40.10-00......6/2/11   A-50.40-00......11/17/08
A-20.10-00.......8/31/07   A-40.15-00.......8/11/09   A-60.10-01.......10/14/09
A-30.10-00.......11/08/07  A-40.20-00.......9/20/07   A-60.20-02........6/2/11
A-30.15-00.......11/08/07  A-40.50-01.......6/2/11   A-60.30-00......11/08/07
A-30.30-01.......6/16/11   A-50.10-00.......11/17/08   A-60.40-00.......8/31/07
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|   | G-24.20-00 | 11/08/07 | G-60.10-01 | 6/2/11 | G-90.30-01 | 6/2/11 |
|   | G-24.30-00 | 11/08/07 | G-60.20-01 | 6/27/11 | G-90.40-01 | 10/14/09 |
|   | G-24.40-01 | 12/02/08 | G-60.30-01 | 6/27/11 | G-95.10-01 | 6/2/11 |
|   | G-24.50-00 | 11/08/07 | G-70.10-01 | 6/27/11 | G-95.20-02 | 6/2/11 |
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| 4 | H-10.10-00 | 7/3/08 | H-32.10-00 | 9/20/07 | H-70.10-00 | 9/05/07 |
|   | H-10.15-00 | 7/3/08 | H-60.10-01 | 7/3/08 | H-70.20-00 | 9/05/07 |
|   | H-30.10-00 | 10/12/07 | H-60.20-01 | 7/3/08 | H-70.30-01 | 11/17/08 |

| 5 | I-10.10-01 | 8/11/09 | I-30.40-00 | 10/12/07 | I-50.20-00 | 8/31/07 |
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|   | I-30.20-00 | 9/20/07 | I-40.20-00 | 9/20/07 | I-80.10-01 | 8/11/09 |
|   | I-30.30-00 | 9/20/07 | I-50.10-00 | 9/20/07 |           |       |

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|   | J-3  | 8/01/97 | J-22.15-00 | 10/14/09 | J-40.36-00 | 6/3/10 |
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| K-20.40-00 | 12/15/07 | K-32.20-00 | 2/15/07 | K-60.20-02 | 7/3/08 |
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| K-22.20-01 | 10/12/07 | K-32.60-00 | 2/15/07 | K-70.20-00 | 2/15/07 |
| K-24.20-00 | 2/15/07 | K-32.80-00 | 2/15/07 | K-80.10-00 | 2/21/07 |
| K-24.40-01 | 10/12/07 | K-34.20-00 | 2/15/07 | K-80.20-00 | 12/20/06 |
| K-24.60-00 | 2/15/07 | K-36.20-00 | 2/15/07 | K-80.30-00 | 2/21/07 |
| K-24.80-01 | 10/12/07 | K-40.20-00 | 2/15/07 | K-80.35-00 | 2/21/07 |
| K-26.20-00 | 2/15/07 | K-40.40-00 | 2/15/07 | K-80.37-00 | 2/21/07 |

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| L-10.10-01 | 6/16/11 | L-40.10-01 | 6/16/11 | L-70.10-01 | 5/21/08 |
| L-20.10-01 | 6/16/11 | L-40.15-01 | 6/16/11 | L-70.20-01 | 5/21/08 |
| L-30.10-01 | 6/16/11 | L-40.20-01 | 6/16/11 | | |

3

| M-1.20-02 | 6/3/11 | M-9.60-00 | 2/10/09 | M-40.10-02 | 5/11/11 |
| M-1.40-02 | 6/3/11 | M-11.10-01 | 1/30/07 | M-40.20-00 | 10/12/07 |
| M-1.60-02 | 6/3/11 | M-15.10-01 | 2/06/07 | M-40.30-00 | 9/20/07 |
| M-1.80-03 | 6/3/11 | M-17.10-02 | 7/3/08 | M-40.40-00 | 9/20/07 |
| M-2.20-02 | 6/3/11 | M-20.10-02 | 6/3/11 | M-40.50-00 | 9/20/07 |
| M-3.10-03 | 6/3/11 | M-20.20-01 | 11/30/07 | M-40.60-00 | 9/20/07 |
| M-3.20-02 | 6/3/11 | M-20.30-02 | 10/14/09 | M-60.10-01 | 6/3/11 |
| M-3.50-02 | 6/3/11 | M-24.20-01 | 5/31/06 | M-80.10-01 | 6/3/11 |
| M-5.10-02 | 6/3/11 | M-24.40-01 | 5/31/06 | M-80.20-00 | 6/10/08 |
| M-7.50-01 | 1/30/07 | M-24.50-00 | 6/16/11 | M-80.30-00 | 6/10/08 |
| M-9.50-01 | 1/30/07 | M-24.60-03 | 5/11/11 | | |
Site Plans
SUMMITVIEW QUARRY
LOCATED IN THE EAST 1/2 OF THE SW 1/4
AND THE WEST 1/2 OF THE S.E. 1/4
OF SECTION 11, T. 13 N., R. 17 E., W.M.

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* = In Stockpile

NOT TO SCALE