

INTRODUCTION TO THE SPECIAL PROVISIONS

(July 8, 2024 APWA GSP, Option B)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2026 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)

(April 1, 2013) for WSDOT GSPs, only use date

Project specific special provisions are labeled without a date as such:

*(*****)*

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT Manual M21-01, current edition
- *Development Specifications and Standard Details*, City of Sumner, current edition.
- *Manual of Design Guidelines and Specifications for Road and Bridge Construction in Pierce County and Standard Details*, current edition

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

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Division 1 General Requirements

DESCRIPTION OF WORK

(March 13, 1995)

This Contract provides for the improvement of *** installation of Beam Guardrail Type 31 and Non-Flared Terminal, installation of sinusoidal rumble strips, centerline and edge line profiled striping, pavement markings, solar dynamic speed sign *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01.3 Definitions

(January 19, 2022 APWA GSP)

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Supplement this Section with the following:

All references in the Standard Specifications or WSDOT General Special Provisions, to the terms “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 the terms “State” or “state” shall be revised to read “Contracting Agency” unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

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

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

Additive

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

Alternate

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

Business Day

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

Contract Bond

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

Contract Documents

See definition for “Contract”.

Contract Time

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

Notice of Award

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

Notice to Proceed

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

Traffic

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

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

(February 17, 2026 APWA GSP Option B)

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

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	4	Furnished automatically upon award.
Contract Provisions	4	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	0	Furnished only upon request.

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

Examination of Plans, Specifications and Site of Work

1-02.4(1) General

(December 30, 2022 APWA GSP Option A)

The first sentence of the ninth paragraph, beginning with “Prospective Bidder desiring...”, is revised to read:

Prospective Bidders desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing soon enough to allow a written reply to reach all prospective Bidders before the submission of their Bids.

Proposal Forms

1-02.5 Proposal Forms

(February 17, 2026 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. Bids shall be in legible figures (not words) written in ink or typed and expressed in U.S. dollars. 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.

Preparation of Proposal

Item number 3 in the second paragraph of Section 1-02.6 is supplemented with the following:

(November 20, 2023)

The fourth and fifth paragraphs of Section 1-02.6 are deleted.

(November 4, 2025)

Bidder Questionnaire

The Bidder shall submit with their Bid a Bidder Questionnaire form (WSDOT Form #272-022). This shall be filled out for each firm who submitted a bid or quote in attempt to participate in the project whether they were successful or not and include the following information:

1. Firm name;
2. Firm address including ZIP code;
3. Firm's status as a DBE or non-DBE;
4. NAICS code applicable to each scope of work the firm sought to perform in its bid;
5. Age of the firm; and
6. The annual gross receipts of the firm. The Bidder may obtain this information by asking each firm to indicate into what gross receipts bracket they fit (less than \$1 million; \$1-3 million; \$3-6 million; \$6-10 million; \$10-20 million; \$20-30.72 million; or greater than \$30.72 million) rather than requesting an exact figure from the firm.

This form shall be received at the same location and no later than the time required for the delivery of the Proposal. Failure to comply with this requirement will cause this Bid to be considered irregular in accordance with Section 1-02.13.

The Contractor may correct errors to items 2 through 6 above on the Bidder Questionnaire form for a period up to 48 hours after bid opening. Bidder Questionnaire forms that are still incorrect after the correction period will be determined irregular. New Firm/Subcontractors may not be added to the form during the correction period. A Bidder Questionnaire form that fails to list a Firm/Subcontractor that appears on a different form will be considered irregular in accordance with Section 1-02.13.

Preparation of Proposal

1-02.6 Preparation of Proposal

(February 17, 2026 APWA GSP, Option C)

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

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

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.

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

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

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 bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture.

Add the following new section:

Bid Deposit

1-02.7 Bid Deposit

(February 17, 2026 APWA GSP)

Revise the third sentence of the first paragraph to read:

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 *** Not Applicable***.

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

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

1-02.9 Delivery of Proposal

(November 21, 2025 APWA GSP, Option A)

Delete this section and replace it with the following:

GENERAL

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

Proposals that are received as required will be publicly opened and read as specified in Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" that is received after the time specified, or received in a location other than that specified in the Call for Bids.

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the normal work processes of the Contracting Agency resume.

Supplemental bid information submitted after the Proposal submittal but within 48 hours of the time and date the Proposal is due, shall be submitted in a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added.

All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

1-02.10 Withdrawing, Revising, or Supplementing Proposal *(February 17, 2026 APWA GSP)*

Delete this section, and replace it with the following:

After submitting a physical or an electronic bid, if allowed under 1-02.9, 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 physically delivers it to the place designated for receipt of Bid Proposals, if a physical Bid Proposal was submitted, or recalled electronically via electronic method described in 1-02.9 if an electronic Bid Proposal was submitted, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

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

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Requests to withdraw, revise, or supplement a Bid Proposal may be submitted by the following methods:

1. In person

Permit Center Counter, Sumner City Hall
City of Sumner
1104 Maple Street, Suite 200
Sumner WA, 98390

1-02.13 Irregular Proposals

(July 15, 2026 APWA GSP)

Delete this Section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
 - c. A price per unit cannot be determined from the Bid Proposal;
 - d. The Proposal form is not properly executed;
 - e. The Bidder fails to submit or properly complete a subcontractor list as required in Section 1-02.6; or
 - f. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.
2. A Proposal may be considered irregular and may be rejected if:
 - a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;
 - d. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;
 - e. Receipt of Addenda is not acknowledged;
 - f. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected);
 - g. The Bidder fails to submit the Bidder Questionnaire, if applicable, as required by Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions; or
 - h. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option B)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria 1-7 listed in this Section.

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence that the Bidder meets Supplemental Criteria 3-7 shall be provided by the Bidder as stated later in this Section.

1. **Delinquent State Taxes**

- A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder does not owe delinquent taxes to the Washington State Department of Revenue, or if delinquent taxes are owed to the Washington State Department of Revenue, the Bidder must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. **Federal Debarment**

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

3. **Subcontractor Responsibility**

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

4. **Claims Against Retainage and Bonds**

- A. Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:
- Name of project
 - The owner and contact information for the owner;
 - A list of claims filed against the retainage and/or payment bond for any of the projects listed;
 - A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.
5. **Public Bidding Crime**
- A. Criterion: The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.
6. **Termination for Cause / Termination for Default**
- A. Criterion: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances. .
7. **Lawsuits**
- A. Criterion: The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency

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

As evidence that the Bidder meets the Supplemental Criteria stated above, the apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets the supplemental criteria together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with the Supplemental Criteria. The Contracting Agency reserves the right to request further documentation as needed from the low Bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

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

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

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

the request to the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.

AWARD and EXECUTION of CONTRACT

Consideration of Bids

1-03.1 Consideration of Bids

(December 30, 2022 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.

Execution of Contract

1-03.3 Execution of Contract

(February 17, 2026 APWA GSP, Option A)

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, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the Contract by the Contracting Agency, the successful Bidder shall provide, if required, any of the following: pre-Award information required by the Contracting Agency as listed under Section 1-02.15, proof of licensure for electrical, HVAC, or plumbing subcontractors. If the Prime Contractor lists themselves as performing electrical, HVAC, or plumbing they are required to submit proof of licensure prior to execution.

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 *** 5 *** additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond (July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s);
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. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, 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;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
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(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-03.7 Judicial Review
(December 30, 2022 APWA GSP)

Revise this section to read:

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

SCOPE of the WORK

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda
(December 30, 2022 APWA GSP)

Revise the second paragraph to read:

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

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

1-04.4 Changes
(January 19, 2022 APWA GSP)

The first two sentences of the last paragraph of Section 1-04.4 are deleted.

1-04.4(1) Minor Changes
(May 30, 2019 APWA GSP)

Delete the first paragraph and replace it with the following:

Payments or credits for changes amounting to \$25,000 or less may be made under the Bid item "Minor Change". At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes. All "Minor Change" work will be within the scope of the Contract Work and will not change Contract Time.

Control of Work

Conformity with and Deviations from Plans and Stakes

Section 1-05.4 is supplemented with the following:

(January 13, 2021)

Contractor Surveying - Roadway

The Contracting Agency has provided primary survey control in the Plans.

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of the roadbed, drainage, surfacing, paving, channelization and pavement marking, illumination and signals, guardrails and barriers, and signing. Except for the survey control data to be furnished by the Contracting Agency, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

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

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

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

The survey work shall include but not be limited to the following:

1. Verify the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.
2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced no further than 50 feet.
3. Establish clearing limits, placing stakes at all angle points and at intermediate points not more than 50 feet apart. The clearing and grubbing limits shall be 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.

4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite (GPS) Machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor
5. Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.
6. Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet. If GPS Machine Controls are used to provide grade control, then roadbed and surfacing stakes may be omitted at the discretion of the Contractor.
7. Establish intermediate elevation benchmarks as needed to check work throughout the project.
8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.
9. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.
10. Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Engineer for review and approval 10 days prior to the beginning of work.

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

The Contractor shall ensure a surveying accuracy within the following tolerances:

	<u>Vertical</u>	<u>Horizontal</u>
Slope stakes	±0.10 feet	±0.10 feet
Subgrade grade stakes set 0.04 feet below grade	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)

Stationing on roadway	N/A	±0.1 feet
Alignment on roadway	N/A	±0.04 feet
Surfacing grade stakes	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)
Roadway paving pins for surfacing or paving	±0.01 feet	±0.2 feet (parallel to alignment) ±0.1 feet (normal to alignment)

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

When staking roadway alignment and stationing, the Contractor shall perform independent checks from different secondary control to ensure that the points staked are within the specified survey accuracy tolerances.

The Contractor shall calculate coordinates for the alignment. The Contracting Agency will verify these coordinates prior to issuing approval to the Contractor for commencing with the work. The Contracting Agency will require up to seven calendar days from the date the data is received.

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

Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are needed that are not described in the Plans, then those stakes shall be marked, at no additional cost to the Contracting Agency as ordered by the Engineer.

Payment

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

"Roadway Surveying", lump sum.

The lump sum contract price for "Roadway Surveying" shall be full pay for all labor, equipment, materials, and supervision utilized to perform the Work specified, including any resurveying, checking, correction of errors, replacement of missing or damaged stakes, and coordination efforts.

1-05.7 Nonconforming Work (February 17, 2026 APWA GSP)

Supplement this section with the following:

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. The Engineer has the right to reject all or part of the Nonconforming Work, and the Engineer's decision is final and not subject to protest.

No additional contract time or compensation will be allowed when the Contracting Agency exercises their rights provided by this Section.

1-05.7(1) Identification of Nonconforming Work

Replace this section with the following:

The Contractor is responsible for quality control and shall identify all Nonconforming Work. The Contracting Agency may also identify Nonconforming Work. However, failure by the Contracting Agency to identify Nonconforming Work shall not relieve the Contractor from their responsibility for the quality of the Work, nor shall it constitute acceptance or approval of the Nonconforming Work.

1-05.7(2) Reporting of Nonconforming Work

Replace this section with the following:

The Contractor shall immediately report all Nonconforming Work to the Engineer and shall include any relevant information known for suggested remediation of Nonconforming Work.

When the Contracting Agency identifies Nonconforming Work, the Engineer will notify the Contractor in writing specifying a time when a remedy must be complete. If the Contractor fails to remedy Nonconforming 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.

1-05.7(3) Remediation of Nonconforming Work

Supplement this section with the following:

The Contractor shall be responsible and bear all costs for remediating Nonconforming Work.

If the Contracting Agency remedies Nonconforming Work after the specified time when a remedy was to be completed, by any means deemed necessary, direct and indirect costs incurred by the Contracting Agency attributable to correcting and remedying Nonconforming Work not corrected by the time provided in the notice, or Work the Contractor failed or refused to perform, shall be paid by the Contractor.

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 Nonconforming Work corrected immediately, have the 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 risk of loss or damage to the public.

When costs are incurred by the Contracting Agency, payment will be deducted by the Engineer from monies due, or to become due, to the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional

professional services required, and compensation for removal, repair, replacement and/or correction of the Contractor's Nonconforming Work.

1-05.11 Final Inspection

Delete this section and replace it with the following:

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

1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

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

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

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

1-05.11(3) Operational Testing

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

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

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

1-05.13 Superintendents, Labor, and Equipment of Contractor (August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

Method of Serving Notices

1-05.15 Method of Serving Notices (January 4, 2024 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be served and directed to the Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished

under the Contract, must be written in paper format, hand delivered or sent via certified mail delivery service with return receipt requested to the Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

Add the following new section:

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

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

Add the following new section:

1-05.18 Record Drawings
(March 8, 2013 APWA GSP)

The Contractor shall maintain one set of full size plans for Record Drawings, updated with clear and accurate red-lined field revisions on a daily basis, and within 2 business days after receipt of information that a change in Work has occurred. The Contractor shall not conceal any work until the required information is recorded.

This Record Drawing set shall be used for this purpose alone, shall be kept separate from other Plan sheets, and shall be clearly marked as Record Drawings. These Record Drawings shall be kept on site at the Contractor's field office, and shall be available for review by the Contracting Agency at all times. The Contractor shall bring the Record Drawings to each progress meeting for review.

The preparation and upkeep of the Record Drawings is to be the assigned responsibility of a single, experienced, and qualified individual. The quality of the Record Drawings, in terms of accuracy, clarity, and completeness, is to be adequate to allow the Contracting Agency to modify the computer-aided drafting (CAD) Contract Drawings to produce a complete set of Record Drawings for the Contracting Agency without further investigative effort by the Contracting Agency.

The Record Drawing markups shall document all changes in the Work, both concealed and visible. Items that must be shown on the markups include but are not limited to:

- Actual dimensions, arrangement, and materials used when different than shown in the Plans.
- Changes made by Change Order or Field Order.
- Changes made by the Contractor.
- Accurate locations of storm sewer, sanitary sewer, water mains and other water appurtenances, structures, conduits, light standards, vaults, width of roadways, sidewalks, landscaping areas, building footprints, channelization and pavement markings, etc. Include pipe invert elevations, top of castings (manholes, inlets, etc.).

If the Contract calls for the Contracting Agency to do all surveying and staking, the Contracting Agency will provide the elevations at the tolerances the Contracting Agency requires for the Record Drawings.

When the Contract calls for the Contractor to do the surveying/staking, the applicable tolerance limits include, but are not limited to the following:

	Vertical	Horizontal
As-built sanitary & storm invert and grate elevations	± 0.01 foot	± 0.01 foot
As-built monumentation	± 0.001 foot	± 0.001 foot
As-built waterlines, inverts, valves, hydrants	± 0.10 foot	± 0.10 foot
As-built ponds/swales/water features	± 0.10 foot	± 0.10 foot
As-built buildings (fin. Floor elev.)	± 0.01 foot	± 0.10 foot
As-built gas lines, power, TV, Tel, Com	± 0.10 foot	± 0.10 foot
As-built signs, signals, etc.	N/A	± 0.10 foot

Making Entries on the Record Drawings:

- Use erasable colored pencil (not ink) for all markings on the Record Drawings, conforming to the following color code:
- Additions - Red
- Deletions - Green
- Comments - Blue
- Dimensions - Graphite
- Provide the applicable reference for all entries, such as the change order number, the request for information (RFI) number, or the approved shop drawing number.
- Date all entries.
- Clearly identify all items in the entry with notes similar to those in the Contract Drawings (such as pipe symbols, centerline elevations, materials, pipe joint abbreviations, etc.).

The Contractor shall certify on the Record Drawings that said drawings are an accurate depiction of built conditions, and in conformance with the requirements detailed above. The Contractor shall submit final Record Drawings to the Contracting Agency. Contracting Agency acceptance of the Record Drawings is one of the requirements for achieving Physical Completion.

Payment will be made for the following bid item:

Record Drawings (Minimum Bid \$ 2,000)	Lump Sum
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Payment for this item will be made on a prorated monthly basis for work completed in accordance with this section up to 75% of the lump sum bid. The final 25% of the lump sum item will be paid upon submittal and approval of the completed Record Drawings set prepared in conformance with these Special Provisions.

A minimum bid amount has been entered in the Bid Proposal for this item. The Contractor must bid at least that amount.

CONTROL of MATERIAL

Section 1-06 is supplemented with the following:

Buy America Requirements

(October 1, 2025)

General Requirements

In accordance with Buy America requirements contained in 23 CFR 635.410 and 2 CFR 184, the following materials must be produced in the United States:

1. All Iron or Steel Products used in the project. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All Manufactured Products used in the project. This means the manufactured product was manufactured (final assembly) in the United States.
3. All Construction Materials used in the project. This means that all manufacturing processes for the construction material occurred in the United States.

An article, material, or supply will be classified in one of four categories: 1) Iron or Steel Product, 2) Manufactured Product, 3) Construction Material, or 4) Excluded Material. Only a single category will apply to an item except as follows:

1. With respect to precast concrete products that are classified as Manufactured Products, the components of precast concrete products that consist wholly or predominantly of iron, steel, or combination of both shall meet the requirements for and be tracked as an Iron or Steel Product. The item shall also meet the requirements for and be tracked as a Manufactured Product.
2. With respect to intelligent transportation systems and other electronic hardware systems that are classified as Manufactured Products, the cabinets or other enclosures of such systems that consist wholly or predominantly of iron, steel, or a combination of both, shall meet the requirements for and be tracked as an Iron or Steel Products. The item shall also meet the requirements for and be tracked as a Manufactured Product.

Some contract items are composed of multiple parts that may fall into different categories. Individual components will be categorized as a Construction Material, a Manufactured Product, an Iron or Steel Product, or an excluded material based on their composition when they arrive at the staging area or work site.

Definitions

1. Construction Material: Defined as any article, material, or supply brought to the construction site for incorporation into the final product. Construction materials include an article, material, or supply that is or consists primarily of:
 - a. Non-ferrous metals including all manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly;
 - b. Plastic and polymer-based products including all manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form);
 - c. Glass including all manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting);
 - d. Fiber optic cable (includes drop cable) including all manufacturing processes, from initial ribboning (if applicable), through buffering, fiber stranding and jacketing, (fiber optic cable also includes the standards for glass and optical fiber);
 - e. Optical fiber including all manufacturing processes, from the initial preform fabrication stage, through the completion of the draw;
 - f. Lumber including all manufacturing processes, from initial debarking through treatment and planing;
 - g. Drywall including all manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels; or
 - h. Engineered wood including all manufacturing processes from the initial combination of constituent materials until the wood product is in its final form.

If a Construction Material is not manufactured in the United States it shall be considered a Foreign Construction Material.

2. Excluded Material: A material where Buy America requirements do not apply. This includes the following:
 - a. Materials excluded by Section 70917(c) of the Buy America, Build America Act with respect to aggregates this includes cement and cementitious materials, aggregates such as stone, sand, or gravel or aggregate binding agents or additives. These materials shall be classified as excluded materials based on the composition when brought to the work site. It also includes combinations of these excluded materials when mixtures of Excluded Materials are delivered to the work site without final form for incorporation into the project (i.e. wet concrete and HMA). If they are formed prior to delivery, they are a Manufactured Product and not an Excluded Material.
 - b. Temporary materials that are not being permanently incorporated into the project.
 - c. Raw or minimal processed materials where the article, material, or supply does not fall into any of the categories, as it is not a Manufactured Product, an Iron or Steel

Product, or a Construction Material and when these materials are delivered to the work site without final form for incorporation into the product (i.e. seed mix and topsoil). If they are formed prior to delivery, and are not an Iron or Steel Product or a Construction Material, they are a Manufactured Product and not an Excluded Material.

3. Iron or Steel Product: An article, material, or supply that consist of wholly or predominantly of iron or steel or a combination of both. To be considered predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is based on a good faith estimate of the cost of the iron or steel components.
4. Manufactured Product: A Manufactured Product includes any item produced as a result of the manufacturing process. Items that should be treated as a manufactured product (rather than a construction material) are: 1) items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and 2) items that include at least one of the listed construction materials as defined above, combined with a material that is not listed through a manufacturing process.

If a product is not an Iron or Steel Product, a Construction Material, or an Excluded Material, it is a Manufactured Product.

If a Manufactured Material is not manufactured in the United States, it shall be considered a Foreign Manufactured Product.

5. United States: To further define the coverage, a domestic product is a manufactured steel construction 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.

Iron or Steel Product Requirements

Iron or Steel Products that are permanently incorporated into the project shall consist of American-made materials only. Buy America requirements do not apply to temporary steel or iron items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and falsework.

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

American-made material is defined as material having all manufacturing processes occurring domestically.

If domestically produced steel billets or iron ingots are exported outside of the United States, 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 requirements do not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron ore 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 all iron or steel products prior to such items being incorporated into the permanent work. The Contractor will not receive payment until the certification is received by the Engineer. The certification shall be on WSDOT Form 350-109 provided by the Engineer, or such other form approved by the Contracting Agency, provided it contains the same information as WSDOT Form 350-109.

Manufactured Products and Construction Material Requirements

A Contractor provided certification of materials origin will be required before each progress estimate or payment. The Contractor will not receive payment until the certification is received by the Engineer. The Contractor shall certify that all Manufactured Products and all Construction Materials installed during the current progress estimate period meet the Buy America requirements. The certification shall be on WSDOT Form 350-108 provided by the Engineer, or such other form approved by the Contracting Agency, provided it contains the same information as WSDOT Form 350-108.

Iron or Steel Products in a Manufactured Product

In addition to providing the certification of materials origin for the Manufactured Product, the iron or steel products in a manufactured product are subject to the Buy America requirements as follows:

1. When a precast concrete product is classified as a Manufactured Product, the components that are an Iron or Steel Product shall follow the "Iron or Steel Requirements" of this Specification.
2. When an electronic hardware system such as an intelligent transportation system is classified as a Manufactured Product, the cabinets and the other enclosures of such systems that are an Iron or Steel Product shall follow the "Iron or Steel Requirements" of this Specification.

Waiver for De Minimis Costs

Minor amounts of Foreign Construction Materials and Foreign Manufactured Products may be utilized in this project, provided that the total cost of the Foreign Construction Materials and Foreign Manufactured Products does not exceed \$1,000,000 and does not exceed 5 percent of the total applicable material costs calculated as follows:

$$\frac{\text{Total cost of Foreign Construction Materials} + \text{Total cost of Foreign Manufactured Products}}{\text{Total applicable material costs}} < 0.05$$

The total applicable material costs shall be the sum of the costs of all Construction Materials, all Iron or Steel Products, and all Manufactured Products. Total applicable material costs does not include Excluded Materials.

(March 20, 2025)

The following items of work containing steel, iron or other construction materials are considered to be temporary and are excluded from the Buy America requirements:

Class B sign stands

Erosion control Inlet Protection support wire

Approval of Materials Prior to Use

Section 1-06.1 is supplemented with the following:

(April 3, 2017)

For each proposed material that is required to be submitted for approval using either the QPL or RAM process the Contractor will be allowed to submit for approval two material sources or manufacturers per material type at no cost. Additional material sources or manufacturers may be submitted for approval and will be processed at a cost of \$125.00 per material source or manufacturer submitted by QPL submittal and \$400.00 per material submitted by RAM. All costs for processing additional material sources or manufacturers will be deducted from monies due or that may come due to the Contractor. Subject to a request by the Contractor and a determination by the Engineer the costs for processing may be waived.

1-06.2(2)B Financial Incentive
(January 4, 2024 AWP A GSP)

Replace the first sentence of this Section with the following:

The maximum Composite Pay Factor shall be 1.00.

1-06.6 Recycled Materials
(January 4, 2016 APWA GSP)

Delete this section, including its subsections, and replace it with the following:

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

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

LEGAL RELATIONS and RESPOSIBILITIES 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.

(March 9, 2026)

Unmanned Aircraft Systems (UAS)

The procurement and/or use of any drone (UAS) on this Contract shall comply with the following directives:

- National Defense Authorization Act (NDAA) – American Security Drone Act of 2023 (ASDA, Pub. L. No. 118-31).
- Office of Management and Budget Memorandum M-26-02 – Restrictions on using federal funds to purchase or operate prohibited foreign UAS.

Contractors, subcontractors, and lower-tier subcontractors shall not procure, operate, maintain, or process data from prohibited UAS manufactured or assembled by “covered foreign entities” as defined in the Federal Acquisition Security Council (FASC) in the performance of this Contract.

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).

Permits and Licenses

Section 1-07.6 is supplemented with the following:

(January 2, 2018)

The Contracting Agency has obtained the below-listed permit(s) for this project. A copy of the permit(s) is attached as an appendix for informational purposes. Copies of these permits, including a copy of the Transfer of Coverage form, when applicable, are required to be onsite at all times.

Contact with the permitting agencies, concerning the below-listed permit(s), shall be made through the Engineer with the exception of when the Construction Stormwater General Permit coverage is transferred to the Contractor, direct communication with the

Department of Ecology is allowed. The Contractor shall be responsible for obtaining Ecology's approval for any Work requiring additional approvals (e.g. Request for Chemical Treatment Form). The Contractor shall obtain additional permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable Bid items for the Work involved.

*** ESC Documented Categorical Exclusion ***

Load Limits

Section 1-07.7 is supplemented with the following:

(March 13, 1995)

If the sources of materials provided by the Contractor necessitates hauling over roads other than State Highways, the Contractor shall, at the Contractor's expense, make all arrangements for the use of the haul routes.

High-Visibility Apparel

Traffic Control Personnel

Section 1-07.8(1) is revised to read:

(September 16, 2025)

All personnel performing the Work described in Section 2-04 (including traffic control supervisors, flaggers, and others performing traffic control labor of any kind) shall comply with the following:

1. During daylight hours with clear visibility, workers shall wear a high-visibility ANSI/ISEA 107 Type R Class 2 or 3 garment with background material that are fluorescent yellow-green, fluorescent orange-red, or fluorescent red in color; and a high visibility hardhat that is white, yellow, yellow-green, orange, or red in color; and
2. During hours of darkness ($\frac{1}{2}$ hour before sunset to $\frac{1}{2}$ hour after sunrise) or other low-visibility conditions (snow, fog, etc.), workers shall wear a high-visibility ANSI/ISEA 107 Type R Class 2 or 3 garment with background material that are fluorescent yellow-green, fluorescent orange-red, or fluorescent red in color; a high-visibility lower garment meeting ANSI/ISEA 107 Class E, and a high visibility hardhat marked with at least 12 square inches of retroreflective material applied to provide 360 degrees of visibility.

Wages

General

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

(January 6, 2026)

The Federal wage rates incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor General Decision No. WA20260001.

The State rates incorporated in this contract are applicable to all construction 7 activities associated with this contract.

1-07.9(5)A Required Documents

(February 17, 2026 APWA GSP, Option A)

Revise this section to read:

All Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid, including a signed Statement of Compliance for Federal-aid projects, shall be submitted to the Engineer and entered into the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system. In addition to entries made in the PWIA system, all Certified Payrolls must be submitted weekly to the Contracting Agency with a legally valid signature.

Requirements for Nondiscrimination

Section 1-07.11 is supplemented with the following:

(May 5, 2025)

Requirement for Affirmative Action to Ensure Equal Employment Opportunity

In accordance with 41 CFR § 60-4.2, the clauses contained in 1-4 below are required to be included in this Contract. Nothing in this contract alters the Contractor's responsibility to comply with all applicable Federal regulations, including but not limited to 41 CFR part 60 as currently existing or later amended.

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

Women - Statewide

Timetable

Until further notice

Goal

6.9%

Minorities - by Standard Metropolitan Statistical Area (SMSA)

Spokane, WA:	
SMSA Counties:	
Spokane, WA	2.8
WA Spokane.	
Non-SMSA Counties	3.0
WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln,	
WA Pend Oreille; WA Stevens; WA Whitman.	
Richland, WA	
SMSA Counties:	
Richland Kennewick, WA	5.4
WA Benton; WA Franklin.	
Non-SMSA Counties	3.6
WA Walla Walla.	
Yakima, WA:	
SMSA Counties:	
Yakima, WA	9.7
WA Yakima.	
Non-SMSA Counties	7.2
WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.	
Seattle, WA:	
SMSA Counties:	
Seattle Everett, WA	7.2
WA King; WA Snohomish.	
Tacoma, WA	6.2
WA Pierce.	
Non-SMSA Counties	6.1
WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA	
Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston;	
WA Whatcom.	
Portland, OR:	
SMSA Counties:	
Portland, OR-WA	4.5
WA Clark.	
Non-SMSA Counties	3.8
WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.	

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

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, in each

construction craft and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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

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

In accordance with 41 CFR § 60-4.3, the clauses contained in 1-15 below are required to be included in this Contract. Nothing in this Contract alters the Contractor's responsibility to comply with all applicable Federal regulations, including but not limited to 41 CFR part 60 as currently existing or later amended.

Standard Federal Equal Employment Opportunity Construction Contract Specifications

1. As used in these specifications:
 - a. "Covered Area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

- (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.)
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability

of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all

management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special Provision provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensure that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts

to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include, for each employee, their name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractors will not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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

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

Federal Small Business Enterprise Participation

(November 14, 2025, APWA GSP Option D)

1-07.11 is supplemented with the following:

The Federal Small Business Enterprise (FSBE) Program is an element of the Disadvantaged Business Enterprise (DBE) in accordance with the requirements of 49 CFR Part 26.39. Failure to comply with the requirements of this Specification may result in sanctions as provided by the Contract.

FSBE Abbreviations and Definitions

Broker – A business firm that provides a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for the

performance of the Contract; or persons/companies who arrange or expedite transactions.

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

Certified Firm Directory – A database of all Disadvantaged Business Enterprises, including those identified as a FSBE, currently certified by Washington State. The on-line Directory is available to Bidders for their use in identifying and soliciting interest from FSBE firms. The database is located under the Firm Certification section of the Diversity Management and Compliance System web page at: <https://omwbe.diversitycompliance.com>.

Firms certified by OMWBE as SBE, DBE can be used to fulfill the FSBE mandatory goal on a project.

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

FSBE – A firm certified by OMWBE as meeting Federal requirements of a small business enterprise. All firms on the OMWBE Certified Firm Directory with the designation of SBE or DBE are FSBEs.

Good Faith Efforts – Efforts to achieve the FSBE Goal or other requirements of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

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

Reasonable Fee (FSBE) – For purposes of Brokers or service providers a reasonable fee shall not exceed 5% of the total cost of the goods or services brokered.

Regular Dealer (FSBE) – A FSBE firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for

the performance of a Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a Regular Dealer, the FSBE firm must be an established regular business that engages in as its principal business and in its own name the purchase and sale of the products in question. A Regular Dealer in such items as steel, cement, gravel, stone, and petroleum products need not own, operate or maintain a place of business if it both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by long-term formal lease agreements and not on an ad-hoc basis. Brokers, packagers, manufacturers' representatives, or other people who arrange or expedite transactions shall not be regarded as Regular Dealers within the meaning of this definition.

FSBE Goal

The Contracting Agency has established an FSBE Goal for this Contract in the amount of: *** 10% ***

Crediting FSBE Participation

All FSBE subcontractors shall be certified before the subcontract on which they are participating is executed.

FSBE participation is only credited upon payment to the FSBE.

The following are some definitions of what may be counted as FSBE participation.

FSBE Prime Contractor

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

FSBE Subcontractor

Only take credit for that portion of the total dollar value of the subcontract that is equal to the distinct, clearly defined portion of the Work that the FSBE performs with its own forces and is certified to perform. The value of work performed by the FSBE includes the cost of supplies and materials purchased by the FSBE and equipment leased by the FSBE, for its work on the contract. Supplies, materials or equipment obtained by the FSBE that are not utilized or incorporated in the contract work by the FSBE will not be eligible for FSBE credit.

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

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

When the subcontractor is an FSBE, the following apply:

1. If a FSBE subcontracts a portion of the Work of its contract to another firm, the value of the subcontracted Work may be counted toward the FSBE Goal only if the lower-tier subcontractor is also a FSBE.
2. Work subcontracted to a non-FSBE does not count towards the FSBE Goal nor FSBE participation.

FSBE Subcontract and Lower Tier Subcontract Documents

There must be a subcontract agreement that complies with 49 CFR Part 26 and fully describes the distinct elements of Work committed to be performed by the FSBE.

FSBE Service Provider

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

Temporary Traffic Control

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

If the FSBE firm is being utilized in the capacity of “Traffic Control Services”, the FSBE firm must provide a TCS, flaggers, and traffic control items (e.g., cones, barrels, signs, etc.) and be in total control of all items in implementing the traffic control for the project.

Trucking

FSBE trucking firm participation may only be credited as FSBE participation for the value of the hauling services, not for the materials being hauled unless the trucking firm is also certified as a supplier of those materials. In situations where the FSBE’s work is priced per ton, the value of the hauling service must be calculated separately from the value of the materials to determine FSBE credit for hauling

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

The FSBE may lease additional trucks from another FSBE firm. The FSBE who leases additional trucks from another FSBE firm receives credit for the value of the transportation services the lessee FSBE provides on the Contract.

The trucking Work subcontracted to any non-FSBE trucking firm will not receive credit for Work done on the project.

The FSBE may lease trucks from a truck leasing company (recognized truck rental center) but can only receive credit towards FSBE participation if the FSBE uses its own employees as drivers.

FSBE Manufacturer and FSBE Regular Dealer

One hundred percent (100%) of the cost of the manufactured product obtained from a FSBE manufacturer can count as FSBE participation. If the manufacturer is an FSBE, participation may count towards the FSBE Goal.

Sixty percent (60%) of the cost of materials or supplies purchased from a FSBE Regular Dealer may be credited as FSBE Participation. If the role of the FSBE Regular Dealer is determined to be that of a Broker, then FSBE credit shall be limited to the fee or commission it receives for its services. Regular Dealer status and the amount of credit is determined on a Contract-by-Contract basis. If the regular dealer is a FSBE, participation may count towards the FSBE Goal.

FSBE firms proposed to be used as a Regular Dealer must be approved before being used on a project. The WSDOT Approved Regular Dealer list published on WSDOT's Office of Equal Opportunity (OEO) web site must include the specific project for which approval is being requested. For purposes of FSBE Goal participation, the Regular Dealer must submit the Regular Dealer Status Request form and receive approval prior to providing any equipment or materials or the signing of a purchase order, invoice, or subcontract.

Purchase of materials or supplies from a FSBE which is neither a manufacturer nor a regular dealer, (i.e. Broker) only the fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, can count as FSBE participation provided the fees are not excessive as compared with fees customarily allowed for similar services. Documentation will be required to support the fee/commission charged by the FSBE. The cost of the materials and supplies themselves cannot be counted toward as FSBE participation.

Good Faith Effort Documentation

GFE is evaluated at Physical Completion when determining whether the Contractor has satisfied its FSBE Goal.

The Contracting Agency will measure GFE using the guidance in 49 CFR Part 26, Appendix A. The following is a list of the types of actions which may be considered as part of the Contractor's GFE to achieve FSBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of effort may be relevant in appropriate cases.

1. Solicited through all reasonable and available means the interest of all certified FSBEs who had the capability to perform the Work of the Contract. The Contractor must have solicited this interest within sufficient time to allow the FSBEs to respond to the solicitation. The Contractor must have determined with certainty that the FSBEs were interested in taking appropriate steps to follow up initial solicitations with potential FSBEs.

2. Selected portions of the Work to be performed by FSBEs to increase the likelihood that the FSBE Goal will be achieved. This includes, where appropriate, breaking out contract Work items into economically feasible units to facilitate FSBE participation, even when the Contractor might otherwise prefer to perform these Work items with its own forces.
3. Provided interested FSBEs with adequate information about the Plans, Specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.
 - a. Negotiated in good faith with interested FSBEs. It is the Contractor's responsibility to make a portion of the Work available to FSBE subcontractors and suppliers and to select those portions of the Work or material needs consistent with the available FSBE subcontractors and suppliers, to facilitate FSBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of FSBEs that were contacted; a description of the information provided regarding the Plans and Specifications for the Work selected for subcontracting; and evidence as to why additional agreements could not be reached for FSBEs to perform the Work.
 - b. A Contractor using good business judgment would consider a number of factors in negotiating with FSBE subcontractors, including taking the firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using FSBEs is not considered a sufficient reason for a Bidder's failure to meet the FSBE Goal, if such costs are reasonable. Also, the ability or desire of a Contractor to perform the Work of a Contract with its own organization does not relieve the Contractor of the responsibility to make Good Faith Efforts. Contractors are not, however, required to accept higher quotes from FSBEs if the price difference was excessive or unreasonable.
4. Not rejecting FSBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the FSBE Goal.
5. Made efforts to assist interested FSBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
6. Made efforts to assist interested FSBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
7. Effectively used the services of available FSBE community organizations; FSBE contractors' groups; local, State, and Federal small business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of FSBEs.

8. Documentation of GFE must include copies of each FSBE and non-FSBE subcontractor quotes submitted to the Bidder when a non-FSBE subcontractor is selected over a FSBE for Work on the Contract.

Procedures after Execution

Commercially Useful Function (CUF)

The Contractor may only take credit for the payments made for Work performed by a FSBE that is determined to be performing a CUF. Payment must be commensurate with the work performed by the FSBE. This applies to all FSBEs performing Work on a project, if the Contractor wants to receive credit for their participation. The Engineer will conduct CUF reviews to ascertain whether FSBEs are performing a CUF. A FSBE performs a CUF when it is carrying out its responsibilities of its contract by performing, managing, and supervising the Work involved. The FSBE must be responsible for negotiating price; determining quality and quantity; ordering the material, installing (where applicable); and paying for the material itself. If a FSBE does not perform "all" of these functions on a furnish-and-install contract, it has not performed a CUF, and the cost of materials cannot be counted toward FSBE Goal. Leasing equipment from a leasing company is allowed. However, leasing/purchasing equipment from the Contractor is not allowed. Lease agreements shall be provided prior to the Subcontractor beginning Work. Any use of the Contractor's equipment by a FSBE may not be credited as countable participation.

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

For a FSBE traffic control company to be performing a CUF, the FSBE must be in control of its work inclusive of supervision. The FSBE shall employ a Traffic Control Supervisor who is directly involved in the management and supervision of the traffic control employees and services.

The following are some of the factors that the Engineer will use in determining whether an FSBE trucking company is performing a CUF:

- The FSBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible for on the contract. The owner demonstrates business related knowledge, shows up on site and is determined to be actively running the business.
- The FSBE shall own and operate at least one fully licensed, insured, and operational truck used on the Contract. The drivers of the trucks owned and leased by the FSBE must be exclusively employed by the FSBE and reflected on the FSBE's payroll.
- Lease agreements for trucks shall indicate that the FSBE has exclusive use of and control over the truck(s). This does not preclude the leased truck from working for others provided it is with the consent of the FSBE, and the lease provides the FSBE absolute priority for use of the leased truck.

- Leased trucks shall display the name and identification number of the FSBE.

Truck Unit Listing Log

In addition to the subcontracting requirements of Section 1-08.1, each FSBE trucking firm shall submit supplemental information consisting of a completed Primary DBE/FSBE Truck Unit Listing Log (WSDOT Form 350-077) and all Rental/Lease agreements (if applicable). The supplemental information shall be submitted in an electronic format to the Engineer prior to any trucking services being performed for FSBE credit. Incomplete or incorrect supplemental information will be returned for correction. The corrected Primary Truck Unit Listing Log and any Updated Primary Truck Unit Listing Logs shall be submitted and accepted by the Engineer no later than ten calendar days of utilizing applicable trucks. Failure to submit or update the DBE Truck Unit Listing Log may result in trucks not being credited as FSBE participation.

Each FSBE trucking firm shall complete a Daily Truck Unit Listing Log for each day that the FSBE performs trucking services for FSBE credit. The Daily Truck Unit Listing Log forms shall be submitted by Friday of the week after the Work was performed by email to the following email addresses:

*** thil@sumnerwa.gov
 ORegionOEO@wsdot.wa.gov***

Joint Checking

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

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

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

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

Prompt Payment

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

Subcontracts

When FSBE is performing Work on the Contract, a copy of the executed subcontract between the Contractor and the FSBE subcontractor shall be submitted to WSDOT OECR. The executed subcontracts are submitted through the Diversity Management and Compliance System (DMCS) by uploading to the project documents tab.

Reporting

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

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

Decertification

When a FSBE is “decertified” from the FSBE program during the Contract, the participation of that FSBE shall continue to count as FSBE participation if the subcontract with the FSBE was executed prior to the decertification notice. The Contractor cannot receive credit if a FSBE is decertified prior to having an executed subcontract agreement in place.

Payment

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

Regulatory Authority**Nondiscrimination Authority**

Section 1-07.11(1)C is revised to read:

(March 9, 2026)

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), and its implementing regulations and case law, prohibit discrimination on the basis of race, color, or national origin. 49 C.F.R. 21.5(b)(2) prohibits a recipient of federal funds from utilizing “criteria or methods of administration which have the effect of subjecting persons to discrimination because of their race, color,

or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program with respect to individuals of a particular race, color, or national origin.” This includes taking reasonable steps to provide limited English proficiency (LEP) persons meaningful access to all programs, activities and services, where necessary to avoid discrimination on the basis of national origin.

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et. seq.), as amended, (prohibits discrimination on the basis of sex).
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27.
5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age of Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition and terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).
8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. § 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
9. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color national origin, and sex).
10. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

1-07.11(2) Contractual Requirements

(November 25, 2024 APWA GSP)

Delete item 11 of the first paragraph of Section 1-07.11(2).

Federal Agency Inspection

Section 1-07.12 is supplemented with the following:

(October 3, 2023)

Required Federal Aid Provisions

The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273) Revised October 23, 2023 and the amendments thereto supersede any conflicting provisions of the Standard Specifications and are made a part of this Contract; provided, however, that if any of the provisions of FHWA 1273, as amended, are less restrictive than Washington State Law, then the Washington State Law shall prevail.

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

Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(April 2, 2007)

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

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

City of Sumner Utilities (water, sewer, storm)	(253) 299-5740 shops@sumnerwa.gov
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Luanne Yu (PSE Power)	(253) 841-6553 Luanne.yu@pse.com
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Tony Fay (PSE Gas)	(253) 213-2514 / 253-476-6018 Tony.fay@pse.com
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Thinh (Ryan) Pham (CenturyLink)	(253) 458-6567 / 206-979-3659
Daryl Adams (Comcast)	(253) 878-2401 Daryl.Adams@comcast.com
Jason Tesdal (Zayo)	(253) 221-7585 Jason.tesdale@zayo.com
Brad Landis (Verizon)	(425) 588-4785
Scott Christenson (Verizon)	(425) 471-1079 Scott.christenson@verizon.com
James Bonas (Astound)	James.bonas@astound.com

Public Liability and Property Damage Insurance

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

(February 17, 2026 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated 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 Completion Date 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 Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the

Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.

- E. 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.
- F. The Contractor shall not begin Work under the Contract until the required insurance has been obtained and approved by the Contracting Agency.
- G. 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.
- H. 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.
- I. Under no circumstances shall a wrap up policy be obtained, for either initiating or maintaining coverage, to satisfy insurance requirements for any policy required under this Section. A "wrap up policy" is defined as an insurance agreement or arrangement under which all the parties working on a specified or designated project are insured under one policy for liability arising out of that specified or designated project.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- 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, 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(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

1-07.18(3) Subcontractors

The Contractor shall cause each subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors.

The Contractor shall ensure that all subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

1-07.18(4) Verification of Coverage

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. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

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.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
5. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Contracting Agency, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow the Contractor or others providing insurance evidence in compliance with these Specifications to waive their right of subrogation prior to a loss. The Contractor hereby waives its own right of subrogation against the Contracting Agency and shall require similar written express waivers and insurance clauses from each of its subcontractors.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the Work.

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

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 or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

\$2,000,000	Each Occurrence
\$3,000,000	General Aggregate
\$3,000,000	Products & Completed Operations Aggregate
\$2,000,000	Personal & Advertising Injury each offence
\$2,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the Work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

\$1,000,000	Combined single limit each accident
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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.

Rights of Way

1-07.24 Rights of Way

(April 22, 2025 APWA GSP)

Delete this section and replace it with the following:

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

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

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

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

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

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

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 21, 2025 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 review Training or Apprenticeship Plans, when applicable.
5. To discuss FSBE Goals when applicable.
6. To establish normal working hours for the work;
7. To review safety standards and traffic control; and
8. To discuss such other related items as may be pertinent to the work.

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

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

Add the following new section:

1-08.0(2) Hours of Work

(February 17, 2026 APWA GSP)

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

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

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than *** 2 working days *** prior to the day(s) the Contractor is requesting to change the hours.

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

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the Work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such Work necessitates their presence.)
2. Considering the Work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non-working day for the week will be charged as a working day.

If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll.

Subcontracting

1-08.1 Subcontracting

(December 30, 2022 APWA GSP, Option A)

Section 1-08.1 is supplemented with the following:

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

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

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

The Contractor shall submit to the Engineer a completed Monthly Retainage Report (WSDOT Form 272-065) within 15 calendar days after receipt of every monthly progress payment until every subcontractor and lower tier subcontractor's retainage has been released.

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

Payments to Subcontractors and Lower-Tier Subcontractors

Payment Reporting

Section 1-08.1(7)A is revised to read:

(March 9, 2026)

The Contractor shall report the actual amounts paid to all firms that were used as subcontractors of any tier, materials suppliers, manufacturers, regular dealers, or service providers on the Contract including all Disadvantaged, Minority, Small, Veteran, or Women's Business Enterprise firms. The following do not need reported: (1) retail sales or services that are paid for at the time of purchase; (2) payments to materials suppliers or manufacturers that are in normal course of business unless it is to a Disadvantaged, Minority, Small, Veteran, or Women's Business Enterprise firm in accordance with Section 1-07.11. The Contractor shall report this information by entering it into the Contracting Agency's Diversity Management and Compliance System at: <https://wsdot.diversitycompliance.com>. Payments shall be reported no later than the 20th of the month for all payments made to firms the previous calendar month. For example, the Contractor shall enter all payments made to firms during the month of March into DMCS by April 20th. Payments shall be reported between execution of the Contract and the Contract Completion Date. When no Work occurred or no payments were made for a firm, the reported payment shall be zero.

The Contractor shall require all recipients of such payments to use DMCS to acknowledge their receipt of payment.

1-08.1(8)B Clauses Required in Subcontracts of All Tiers

(November 25, 2024 APWA GSP)

Delete item 8 of the second paragraph of Section 1-08.1(8)B.

1-08.1(9) Submittal of Executed Subcontracts

(April 22, 2025 APWA GSP, Option B)

Section 1-08.1(9) content and title are deleted and replaced with the following:

Vacant

Progress Schedule

1-08.3(2)A Type A Progress Schedule
(February 17, 2026 APWA GSP)

Revise this section to read:

The Contractor shall submit *** three (3) *** copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format is used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and accept or return the schedule for corrections within 15 calendar days of receiving the submittal.

Prosecution of Work

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work
(February 17, 2026 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 2-04.3. 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.

Time for Completion

Section 1-08.5 is supplemented with the following:

(March 13, 1995)

This project shall be physically completed within *** 40 *** working days.

1-08.5 Time for Completion

(February 17, 2026 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

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

Each working day shall be charged to the Contract as it occurs, until the Contract Work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the Contract the week before; (2) specified for the physical completion of the Contract; and (3) remaining for the physical completion of the Contract. The statement will also show the nonworking days and all partial or whole days the Engineer declares as unworkable. The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

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

1. The physical Work on the project must be complete; and
2. The Contractor must furnish all documentation required by the Contract and required by law, to allow the Contracting Agency to process final acceptance of the Contract. The following documents must be received by the Engineer prior to establishing a completion date:
 - a. Certified Payrolls (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents
 - c. Monthly Reports in DMCS of the amounts paid including the final payment confirmation to all firms required by Section 1-08.1(7)A if applicable
 - d. Final Contract Voucher Certification
 - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all subcontractors
 - f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
 - g. Property owner releases per Section 1-07.24

Liquidated Damages

1-08.9 Liquidated Damages

(February 17, 2026 APWA GSP, Option A)

Replace Section 1-08.9 with the following:

Time is of the essence of the Contract. Delays inconvenience the traveling public, obstruct traffic, interfere with and delay commerce, and increase risk to Highway users. Delays also cost tax payers undue sums of money, adding time needed for administration, engineering, inspection, and supervision.

Accordingly, the Contractor agrees:

1. To pay liquidated damages in the amount of *** \$3,750.00 *** for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

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

Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire Contract.

Measurement and Payment

Weighing Equipment

General Requirements for Weighing Equipment

1-09.2(1) General Requirements for Weighing Equipment
(November 25, 2024 APWA GSP, Option B)

Revise item 4 of the fifth paragraph to read:

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

1-09.2(5) Measurement
(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

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

Payments

1-09.9 Payments
(July 8, 2024 APWA GSP, Option A)

Supplement this section with the following:

Lump sum item breakdowns are not required when the bid price for the lump sum item is less than \$20,000.

1-09.9 Payments
(February 17, 2026 APWA GSP, Option B)

Delete the fourth paragraph and replace it with the following:

Progress payments for completed Work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

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

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

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of Work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.

3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra Work as determined by the Engineer.

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

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of Progress Payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for Work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any Work has been satisfactorily completed. The determination of payments under the Contract will be final in accordance with Section 1-05.1.

The sixth paragraph of Section 1-09.9 is deleted.

Retainage

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

(June 27, 2011)
Vacant

1-09.11(3) Time Limitation and Jurisdiction ***(December 30, 2022 APWA GSP)***

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that all claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that all such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to all such claims or causes of action. It is further mutually agreed by the parties that when claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-09.13(3)A Arbitration General ***(January 19, 2022 APWA GSP)***

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the

Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

1-09.13(4) Venue for Litigation
(December 30, 2022 APWA GSP)

Revise this section to read:

Litigation shall be brought in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is mutually agreed by the parties that when litigation occurs, the Contractor shall permit the Contracting Agency to have timely access to all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

Division 2 Temporary Features

Public Convenience and Safety

Construction Requirements

Construction Under Traffic

Section 2-03.3(1) is supplemented with the following:

(November 4, 2024)

Lane, ramp, shoulder, and roadway closures are only permitted as follows:

- No full road closures will be permitted without written request by the Contractor 12 working days in advance of the proposed closure. The written request shall include justification for the closure, a traffic control plan, detour route and other items deemed necessary by the Engineer. No road closure will be allowed until approved in writing by the City of Sumner. Full road closure will be subject to other conditions found in these Contract Documents, the Manual on Uniform Traffic Control Devices and all applicable RCWs.
- All work shall be accomplished such that alternating one-way traffic is maintained at all times.
- All work within the traveled way shall be limited to working hours of 7:00 am to 4:00 pm.
- At the option of the Contractor, work may be performed during the weekend or night time. If the Contractor elects to perform work during the weekend or nights, the following applies:
 - Working hours for weekends are 9:00 am to 4:00 pm
 - Working hours for night work are 10:00 pm to 4:00 am. During these hours, planing/grinding, operation of jack hammers, and sawcutting are not permitted.
- There shall be no delay to medical, fire, police, or other emergency vehicles with flashing lights and sirens. The Contractor shall alert all flaggers and personnel of this requirement.

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours. Exceptions to these restrictions are listed below and when applicable take precedence over closures listed above. The Engineer may also consider on a case-by-case basis additional exceptions following a written request by the Contractor.

Lane, ramp, shoulder, and roadway closures are not allowed on any of the following:

1. A holiday,

2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.
3. After *** 12:00 PM (noon) *** on the day prior to a holiday or holiday weekend, and
4. Before *** 12:00 PM (noon) *** on the day after the holiday or holiday weekend.
5. The two-hour period prior to and the two-hour period after the following special events:

*** None Identified ***

It shall be the Contractor's responsibility to obtain the dates and times of all events.

Traffic Delays

When Automated Flagger Assistance Devices (AFADs) or flaggers are used to control traffic, traffic shall not be stopped for more than *** 15 *** minutes at any time. All traffic congestion shall be allowed to clear before traffic is delayed again.

If the delay becomes greater than *** 15 *** minutes, the Contractor shall immediately begin to take action to cease the operations that are causing the delays. If the *** 15 *** minute delay limit has been exceeded, as determined by the Engineer, the Contractor shall provide to the Engineer, a written proposal to revise their work operations to meet the *** 15 *** minute limit. This proposal shall be accepted by the Engineer prior to resuming any work requiring traffic control.

There shall be no delay to medical, fire, or other emergency vehicles. The Contractor shall alert all flaggers and personnel of this requirement.

General Restrictions

Construction vehicles using a closed traffic lane shall travel only in the normal direction of traffic flow unless expressly allowed in an accepted traffic control plan. Construction vehicles shall be equipped with flashing or rotating amber lights.

No two consecutive on-ramps, off-ramps, or intersections shall be closed at the same time and only one ramp at an interchange shall be closed, unless specifically shown in the Plans.

Roads or ramps that are designated as part of a detour shall not be closed or restricted during the implementation of that detour, unless specifically shown in the Plans.

Controlled Access

No special access or egress shall be allowed by the Contractor other than normal legal movements or as shown in the Plans.

Contractor's vehicles of 10,000 GVW or greater shall not exit or enter a lane open to public traffic except as follows:

Egress and ingress shall only occur during the hours of allowable lane closures, and:

1. For exiting an open lane of traffic, by decelerating in a lane that is closed during the allowable hours for lane closures.
2. For entering an open lane of traffic, by accelerating in a closed lane during the allowable hours for lane closures.

Traffic control vehicles are excluded from the gross vehicle weight requirement. If placing construction signs will restrict traveled lanes, then the work will be permitted during the hours of allowable lane closures.

Advance Notification

The Contractor shall notify the Engineer in writing of any traffic impacts related to lane closure, shoulder closure, sidewalk closure, or any combination for the week by 12:00 p.m. (noon) Wednesday the week prior to the stated impacts.

The Contractor shall notify the Engineer in writing ten working days in advance of any traffic impacts related to full roadway closure, ramp closure, or both.

The Contractor shall notify the Engineer in writing of any changes to the stated traffic impacts a minimum of 48 hours prior to the traffic impacts.

Temporary Traffic Control

Materials

Construction Signs

Section 9-35.2 is revised to read:

(January 5, 2026)

Construction signs shall conform to the requirements of the MUTCD and shall meet the requirements of NCHRP Report 350 for Category 2 devices or MASH. Except as noted below, any sign/sign stand combination that satisfies these requirements will be acceptable. Post mounted Class A construction signs shall conform to the requirements of this section and additionally shall conform to the requirements stated in Section 9-28.

Aluminum sheeting shall be used to fabricate all construction signs. The signs shall have a minimum thickness of 0.080 inches and a maximum thickness of 0.125 inches.

All construction signs shall be fabricated with reflective sheeting in accordance with Section 9-28.12. All post mounted signs shall use a nylon washer between the twist fasteners (screw heads, bolts or nuts) and the reflective sheeting.

The use of plywood, fiberglass reinforced plastic, fabric rollup signs, and any other previously approved sign materials except aluminum or aluminum composite is prohibited.

All Class A and Class B signs shall utilize materials and be fabricated in accordance with Section 9-28 and the Washington State Sign Fabrication Manual M 55-05. A fabrication decal as stated in Section 9-28.1 is not required for construction signs.

Sequential Arrow Signs

Section 9-35.4 is supplemented with the following:

(January 6, 2025)

GPS and Remote Communications Requirements

Sequential Arrow Signs (Arrow Boards) on this project shall also have the following communication abilities:

1. Arrow Boards capable of transmitting or providing Work Zone Data Exchange (WZDx) Specification compliant data feeds from the arrow board or the Arrow Boards central server to the Contracting Agency.
2. Arrow Boards shall transmit its GPS coordinates (latitude and longitude) with an accuracy of 30-foot diameter of its actual location.
3. Arrow Boards shall transmit its GPS coordinates and display mode of operation data to a compatible publicly accessible navigation app service.
4. Arrow Boards shall transmit status and location as follows:
 - a. Mode change within 2 minutes.
 - b. Location (if moved more than 500 feet) within 2 minutes.
 - c. Health checks every 60 minutes.
 - d. Current display mode posted on Board (e.g., left or right chevron, arrow direction, four corner flash, etc.).
 - e. Transport vs Display mode.

Barricades

Section 9-35.6 is revised to read:

(January 5, 2026)

Barricades shall conform to the requirements of the MUTCD. The alternating orange and white reflective bands shall be fabricated with reflective sheeting in accordance with Section 9-28.12.

Traffic Safety Drums

The third and fourth paragraphs of Section 9-35.7 are revised to read:

(January 5, 2026)

Until December 31, 2026, traffic safety drums may have 4-inch or 6-inch reflective bands fabricated from Type III or Type IV or higher sheeting type as described in Section 9-28.12.

Beginning January 1, 2027, traffic safety drums shall have 6-inch reflective bands. A minimum of 4 reflective horizontal bands, alternating fluorescent orange and white starting with the top stripe being fluorescent orange, shall be used. Reflective bands shall be fabricated from Type IV or higher (reflective sheeting as described in Section 9-28.12. Drums of different reflective band types shall not be intermixed within the same closure. When recommended by the manufacturer, drums shall be treated to ensure proper adhesion of the reflective sheeting.

Traffic Cones

The last paragraph of Section 9-35.9 is revised to read:

(January 5, 2026)

White reflective bands shall be fabricated with reflective sheeting in accordance with Section 9-28.12

Tubular Markers

The last paragraph of Section 9-35.10 is revised to read:

(January 5, 2026)

White reflective bands shall be fabricated with reflective sheeting in accordance with Section 9-28.12. When recommended by the manufacturer, tubular markers shall be treated to ensure proper adhesion of the reflective sheeting.

Transportable Attenuator

The last paragraph of Section 9-35.12 is revised to read:

(January 5, 2026)

The transportable attenuator shall have a chevron pattern on the rear of the unit. The pattern shall consist of 4-inch to 8-inch alternating nonreflective black and reflective yellow or alternating reflective red and white sheeting, slanted at 45 degrees in an inverted "V" with the "V" at the center of the unit. Reflective sheeting shall be in accordance with Section 9-28.12.

42-Inch Tall Channelizing Devices

The third and fourth paragraphs of Section 9-35.13 are revised to read:

(January 5, 2026)

Until December 31, 2026, 42-inch tall channelization devices may have 4-inch or 6-inch reflective bands fabricated from Type III or Type IV or higher sheeting type as described in Section 9-28.12.

Beginning January 1, 2027, 42-inch tall channelization devices shall have 6-inch reflective bands. A minimum of 4 reflective horizontal bands, alternating fluorescent orange and white starting with the top stripe being fluorescent orange, shall be used. Reflective bands shall be fabricated from Type IV or higher IV (reflective sheeting as described in Section 9-28.12. 42-inch tall channelization devices of different reflective

band types shall not be intermixed within the same closure. When recommended by the manufacturer, 42-inch tall channelization devices shall be treated to ensure proper adhesion of the reflective sheeting.

Construction Requirements

Section 2-04.3 is supplemented with the following:

Traffic Control Management

Section 2-04.3(1) is supplemented with the following:

(March 9, 2026)

The Traffic Control Supervisor shall be certified by one of the following:

The American Traffic Safety Services Association
15 Riverside Parkway, Suite 100
Fredericksburg, Virginia 22406-1022
Training Dept. Toll Free (877) 642-4637
Phone: (540) 368-1701
<https://atssa.com/training>

Evergreen Safety Council
12545 135th Ave. NE
Kirkland, WA 98034-8709
1-800-521-0778
<https://www.esc.org>

Integrity Safety
13912 NE 20th Ave.
Vancouver, WA 98686
(360) 574-6071
<https://www.integritysafety.com>

K&D Services Inc.
2719 Rockefeller Ave.
Everett, WA 98201
(800) 343-4049
<https://www.kndservices.net>

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
(360) 297-3035
<https://www.nwlett.edu>

Trafficorp
5077 N Bldg Center Drive
Coeur d'Alene, ID 83815
(208) 665-4683

<https://trafficorp.com/contact-us/>

US Safety Alliance
(904) 705-5660

<https://www.ussafetyalliance.com>

Division 3

Earthwork

Removal of Structures and Obstructions

Description

Section 3-02.1 is supplemented with the following:

(March 13, 1995)

This work shall consist of removing miscellaneous traffic items.

Construction Requirements

Section 3-02.3 is supplemented with the following:

(March 13, 1995)

Removing Miscellaneous Traffic Items

The following miscellaneous traffic items shall be removed and disposed of:

Raised Pavement Markers
Pavement Markings

Payment

Section 3-02.5 is revised to read:

(September 30, 1996)

"Removing Miscellaneous Traffic Item", lump sum.

3-04 Haul

Add the following new section:

(*****)

3-04.2 Hauling on Other Than State Highways

If the sources of material provided by the Contractor necessitate hauling over roads other than City streets, the Contractor shall, at the Contractor's expense, make all arrangements for the use and cleaning, if necessary, of the haul routes.

3-04.5 Payment

Section 3-04.5 is supplemented with the following:

(*****)

All costs associated with hauling materials of any description to, from, and within the project site shall be considered incidental and shall be included in the appropriate unit Bid prices in the Proposal and no further compensation will be paid.

3-08 Trimming and Cleanup

Add the following new subsection:

(*****)

Construction Requirements

3-08.3(1) Routine Cleaning

General

- Retain all stored materials and equipment in an orderly fashion allowing maximum access, not impeding drainage or traffic, and providing protection.
- Do not allow the accumulation of scrap, debris, waste material, and other items not required for this work.
- At least once a week, and more often if necessary or as directed by the Construction Inspector, the contractor shall completely remove all scrap, debris, and waste material from the project site.
- Provide adequate storage for all materials awaiting from the project site, observing all requirements for fire protection and protection of the environment.

Site

- Daily and more often if necessary or as directed, inspect the site and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage until it can be disposed of.
- Weekly, and more often if necessary or directed, inspect all arrangements of materials stored on the site, restack, tidy, or otherwise service all arrangements to meet the requirements above.
- Maintain the site in a neat and orderly condition at all times so as to meet the approval of the Owner

Restoration

- All disturbed areas within landscape areas shall have bark mulch (beauty bark) installed to match existing depth. The contractor will have the option to remove the existing bark mulch prior to disturbance and replace upon completion or supply new bark mulch.
- All disturbed grass areas shall be restored with seeding, fertilizing by hand as described in Section 8-01 of the Standard Specifications.
- All quarry spalls on the outer slope disturbed during construction shall be restored to match existing conditions.

3-08.3(2) Final Cleaning

Prior to final inspection, remove from the job site, all tools, surplus materials, equipment, scrap, debris, and waste.

**Division 5
Surface Treatments and Pavements**

Bituminous Surface Treatment

Construction Requirements

Application of Emulsified Asphalt and Aggregate

Supplement this section with the following:

(*****)

Asphalt for fog seal shall be applied to the prepared road surface to obscure pavement marking removal. It shall be applied evenly from the edge of the curb pan left until all removed marking locations have been covered. Fog seal shall be given ample time to cure prior to new pavement markings being placed.

The table titled "Application Rate" in section 5-02.3(3) is supplemented with the following:

(*****)

Pavement Sealing		
Grade	Diluted/Undiluted	Application Rate (gal/SY)
CSS-1H	Diluted (40% water to 60% emulsion)	0.08 to 0.15

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Division 8 Miscellaneous Construction

Erosion Control and Water Pollution Control

8-01.1 Description

Supplement this section with the following:

(*****)

The Contractor shall install and maintain all temporary and permanent erosion control measures and Best Management Practices (BMPs) in accordance with the Bid Documents, Standard Specifications, Permit Conditions and as directed by the City. Such measures shall include, but are not necessarily limited to:

- Erosion and water pollution control for stockpiled materials
- Straw mulch, netting and tackifier
- Baker tanks
- Temporary construction entrance / exit
- Inlet protection on existing and proposed drainage structures
- Reinforced silt fencing
- Plastic covering
- Temporary HMA curb
- Disposal of sediments and materials
- Maintenance of BMPs including in the event of emergencies and as weather and field conditions dictate; and also including installation of additional BMPs which may become required as field and weather conditions evolve.
- Street sweeping and cleaning
- ESC Lead per 8-01 of the Standard Specifications
- All materials, tools and equipment necessary to meet these requirements

8-01.3 Construction Requirements

Section 8-01.3(1) is supplemented with the following:

(*****)

The Contractor shall bear sole responsibility for damage to completed portions of the project and to property located off the project caused by erosion, siltation, runoff, or other related items during the construction of the project. The Contractor shall also bear sole responsibility for any pollution of rivers, streams, groundwater, or other water that may occur as a result of construction operations.

At no time shall more than 1 foot of sediment be allowed to accumulate within a catch basin. All catch basins and conveyance lines shall be cleaned at a time designated by the City Construction Inspector. The cleaning operation shall not flush sediment-laden water into the downstream system. The cleaning shall be conducted using an approved vacuum truck capable of jet rodding the lines. The collection and disposal of the sediment shall be the responsibility of the Contractor at no cost to the City of Sumner.

Site Specific BMPs and SWPPP Plan

Temporary Erosion / Water Pollution Control notes and performance criteria are noted in the Contract Documents. The Contractor shall submit his or her own Surface Water Pollution Prevention Plan to the City for review and approval prior to the commencement of clearing, grubbing, or grading activities.

8-01.3(1) General

8-01.3(1)A Submittals

Section 8-01.3(1) A is supplemented with the following:

(*****)

Stormwater Pollution Prevention Plan

Prior to beginning Work, the Contractor shall prepare a Stormwater Pollution Prevention Plan (SWPPP) as part of the TESC Plan. If the Contractor chooses to modify or replace the SWPPP, the adopted SWPPP shall meet the requirements of the Washington State Department of Ecology's 2014 *Stormwater Management Manual for Western Washington Volume II – Construction Stormwater Pollution Prevention*.

The SWPPP is considered a “living” document that shall be revised by the Contractor to account for additional or different erosion control BMP's as necessary and implemented in the field to accommodate field conditions and/or construction methods. Contractor shall keep on-site a copy of the most current SWPPP at all times throughout the duration of construction. At the Contractor's preference, revisions to the SWPPP may be forwarded to the Engineer, rather than submitting the complete document. In any case, Contractor shall be responsible for submitting the most recent SWPPP version to the Engineer prior to implementation.

The Contractor shall incorporate the SWPPP implementation schedule into the Contractor's progress schedule. The SWPPP and implementation schedule shall be submitted in accordance with 1-05.3 and 1-08.3.

The Department of Ecology SWPPP template can be found at the following link:

<http://www.ecy.wa.gov/programs/wq/stormwater/construction/>

Contractor shall allow one-week minimum for City review and approval of the SWPPP. Construction activities may not commence until the Plan has been approved by the City. All costs associated with preparing the SWPPP shall be considered incidental to and included in other Bid items.

8-01.3(1) B Erosion and Sediment Control (ESC) Lead

Supplement this list under the second paragraph with the following:

(*****)

1. Inspecting all on-site erosion and sediment control BMPs at least once every five working days and within 24 hours of every runoff event. A SWPPP Inspection report or form shall be prepared for each inspection and shall be included in the SWPPP file. A copy of each SWPPP Inspection report or form shall be submitted to the Engineer no later than the end of the next working day following the inspection. The report or form shall include, but not be limited to the following:
 - a. When, where, and how BMPs were installed, maintained, modified, and removed.
 - b. Observations of BMP effectiveness and proper placement.
 - c. Recommendations for improving future BMP performance with upgraded or
 - d. replacement BMPs when inspections reveal SWPPP inadequacies.
 - e. Approximate amount of precipitation since last inspection and when last inspection was performed
2. Updating and maintaining a SWPPP file on site that includes, but is not limited to the following:
 - a. SWPPP Inspection Reports or Forms.
 - b. SWPPP narrative.
 - c. Other applicable permits.

8-01.3(8) Street Cleaning

Supplement this Section with the following:

(*****)

The Contractor shall provide for cleaning all surfaced roadways that have become dirty as a result of the execution of this project. This shall be done at the completion of each day's activities or more often if so directed by the Engineer. Street sweepers with a vacuum function shall be the only acceptable method used to clean. Flushing will not be permitted.

Contractor shall have a vacuum sweeper available, full-time, for the duration of the project.

Not having a full-time vacuum sweeper available and/or sufficient additional materials to react in a timely manner to changes may be grounds for the City to issue a Stop Work Order until the Contractor remedies the deficiency or the City may elect to have complete the street sweeping and deduct the cost from monies due to the Contractor. Time spent under a Stop Work Order in this situation shall not be grounds for a claim for additional payment or additional working days.

8-01.3(9)D Inlet Protection

Supplement this Section with the following:

(*****)

Inlet protection can be in the form of internal devices and shall be installed prior to clearing, grubbing or earthwork activities. Catch Basin Inserts shall be installed on existing catch basins within the project area and those immediately downstream of the

project site that could possibly receive sediment laden runoff for the site. They shall be installed and meet the requirements of WSDOT Standard Plan I- 40.20- 00. Simply placing a piece of geotextile under the catch basin grate is not acceptable.

When the depth of accumulated sediment and debris reaches approximately one-half the height of an internal device or one-third the height of the external device (or elimination of rumble strips across bridge decks, bridge approach slabs, cement concrete less if so specified by the manufacturers), the deposits shall be removed. Contractor shall be responsible for removing catch basin inserts upon completion of the project.

8-01.3(16) Removal

Supplement this section with the following:

(*****)

Removing Temporary Erosion / Water Pollution Control BMPs

The Contractor shall remove all Temporary Erosion / Water Pollution Control BMPs within twenty (20) days after final stabilization, landscape restoration, or after the BMPs are no longer needed. Trapped sediment shall be removed or stabilized on site.

Add the following new section:

(*****)

8-01.3(17) Suspension of Work

If at any time during the life of this Contract the Contractor requests to suspend work, it shall be the Contractor's responsibility to meet the Temporary Erosion / Water Pollution Control requirements of the Bid Documents, including maintenance and repair of BMPs already installed, at all times during suspension.

8-08 Rumble Strips

8-08.1 Description

Delete the first paragraph and replace it with the following

(*****)

This Work consists of constructing centerline and shoulder rumble strips, sinusoidal centerline and sinusoidal shoulder rumble strips by grinding hot mix asphalt. The Work shall include cleanup and disposal of cuttings and other resultant debris. The Contract documents show the patterns and construction details for the rumble strips.

8-08.3 Construction

Section 8-08.3 is supplemented with the following:

(*****)

Newly constructed sinusoidal rumble strips shall be fog sealed in accordance with the requirements of Section 5-02. Sinusoidal rumble strips shall be as shown in the Plans on sheet 6.

Rumble strips shall consist of 48 milled units followed by a 12 foot gap. Shoulder rumble strips shall stop a minimum of 40 feet from the radius point of all public streets and shall commence 40 feet minimum following the outgoing radius point.

8-08.4 Measurement

Section 8-08.4 is supplemented with the following:

(*****)

Sinusoidal centerline and sinusoidal shoulder rumble strip will be measured to the nearest 0.1 mile along the mainline roadway for centerline or each shoulder. No deductions will be made for required gaps shown in the Contract Plans and *Standard Plans* or for the areas, or other areas approved by the Engineer.

8-08.5 Payment

Section 8-08.5 is supplemented with the following:

(*****)

“Sinusoidal Shoulder Rumble Strip”, per mile.

The unit Contract price for “Sinusoidal Centerline Rumble Strip” and “Sinusoidal Shoulder Rumble Strip” shall be full pay for performing the Work as specified. Layout of the rumble strip pattern on the centerline or shoulders for grinding purposes is the responsibility of the Contractor. All costs involved in this Work shall be included in the appropriate bid item.

Payment for fog sealing the sinusoidal rumble strips shall be paid as asphalt for fog seal in accordance with Section 5-02.5.

Illumination, Traffic Signal Systems, Intelligent Transportation Systems, and Electrical

8-20.2 Materials

Section 8-21.2 is supplemented with the following:

(*****)

All signs shall meet the specification noted for Type IV Micro Prismatic Retroreflective Element Material as shown in Section 9-28.12.

Solar Dynamic Speed Sign

Solar Panel Power Specifications

The solar power system shall include 100 Watt solar panel that has a side of pole mount (3.5"-4.5" OD round pole). The solar power system shall carry a 3 year manufacturer warrantee.

Battery Specifications

The system shall contain four batteries each rated at 35 Ah for a total of 140 Ah, with a nominal capacity of 20 hours and be spill proof, batteries are 12V AGM valve regulated and have a maximum discharge rate of 105.0 amperes. Batteries shall carry a 1 year warrantee.

The systems shall include a separate cabinet assembly to house the power modules and batteries. The cabinets shall be corrosion-resistant aluminum approximately 17"x11"x7" in

dimensions and weight approximately 12 lbs. The cabinet shall mount to the pole using either standard banding or through bolts. The cabinet shall have weatherproof, gasketed enclosure with vents for ambient air transfer (NEMA 3R), a lockable door including Type II lock, and stainless steel hardware. The cabinet shall have a raw aluminum finish.

LED Digital Display

The LED display sign legend shall be yellow with a black background color. The LED legend size is a minimum of 12 inches.

Signs

The digits of YOUR SPEED shall be black with a yellow background. The digit size shall be a minimum of 5 inches.

Use MUTCD sign W1-1aL immediately above the dynamic feedback sign. The sign shall consist of black symbol with advisory speed on yellow background.

The Contractor shall have the service inspected by the Washington State Department of Labor and Industries and shall provide the coordination with the power company to have the service installed.

8-20.3 Construction Requirements

Supplement this Section with the following:

(*****)

Signs mounted on Type PS / Type RM shall be installed per WSDOT Standard Plan J-20.01 and associated plans.

Signs are located in the plans by station numbers and offset. These are tentative locations subject to change by the Engineer. Final lengths of steel posts will be determined by the Contractor prior to fabrication.

Signs are not to be located within the sidewalk without approval of the Engineer.

8-20.5 Payment

Section 8-21.5 is supplemented with the following:

(*****)

“Solar Dynamic Speed Sign”, lump sum.

The lump sum Contract price for “Solar Dynamic Speed Sign” shall be full compensation for all material, labor, tools, equipment, concrete foundations, wiring, grounding testing, surface restoration and any other materials necessary or incidental to perform the work as indicated in the plans or required by the manufacturer and City of Sumner.

Division 9 Materials

STRUCTURAL STEEL AND RELATED MATERIALS

9-06.16 Roadside Sign Structures Section

9-06.16 is supplemented with the following:

(*****)

Perforated Steel Square Sign Post System

Where noted in the Plans, steel sign post systems shall be square, pre-punched galvanized steel tubing, that are NCHRP 350 Test Level 3 Certified and FHWA approved. The steel sign post system shall include all anchor sleeves, and other hardware required for a complete sign installation.

System Acceptance

Systems listed in the current QPL will be accepted per the QPL approval code. Systems not listed in the QPL will be accepted based on a Supplier's Certificate of Compliance. The Supplier's Certificate of Compliance will be a contract specific letter from the supplier stating the system is NCHRP 350 Test Level 3 compliant.

9-29 ILLUMINATION, SIGNAL, ELECTRICAL

9-29.6 Light and Signal Standards

Section 9-29.6 is supplemented with the following:

(*****)

Traffic Signal Standards

Traffic signal standards shall be furnished and installed in accordance with the methods and materials noted in the applicable Standard Plans, pre-approved plans, or special design plans.

All welds shall comply with the latest AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals. Welding inspection shall comply with Section 6-03.3(25)A Welding Inspection.

Hardened washers shall be used with all signal arm connecting bolts instead of lockwashers. All signal arm ASTM F 3125 Grade A325 connecting bolts tightening shall comply with Section 6-03.3(33).

Traffic signal standard types, applicable characteristics, and foundation types are as follows:

Type PS, Type I, Type RM, and Type FB

Type PS pedestrian signal standards, Type I vehicle signal standards, Type RM ramp meter signal standards, and Type FB flashing beacon standards shall conform to Standard Plan J-20.16, J-21.15, J-21.16, and J-22.15 respectively, or to one of the following pre-approved plans:

Fabricator	Pre-Approved Drawing No.
------------	--------------------------

Valmont Ind., Inc.	DB01165 Rev. B (4 sheets)
Ameron Pole Products Division	WA15TR10-1 Rev. C (1 sheet) and WA15TR10-2 Rev. C (1 sheet)
Millerbernd Manufacturing, Co.	74514-WA-PED-FB Rev. J (2 sheets)
Millerbernd Manufacturing Co.	74514-WA-PED-SB Rev. K (2 sheets)

Foundations shall be as noted in Standard Plan J-21.10.

Type III

Type III signal standards are single mast arm signal standards with one Type 1 (radial davit type) luminaire arm. The luminaire arm has a maximum length of 16 feet and a mounting height of 30, 35, 40, or 50 feet, as noted in the Plans. Type III standards shall conform to one of the following pre-approved plans. Maximum arm length (in feet) and wind load (XYZ value, in cubic feet) is noted for each manufacturer. Wind load limit includes a luminaire arm up to 16 feet in length.

Fabricator	Pre-Approved Drawing No.	Max. Arm Length (ft)	Max. Wind Load (XYZ) (ft³)
Valmont Ind., Inc.	DB00162 Rev. B (5 sheets), with Type "J" luminaire arm	65	3259
Ameron Pole Products Division	WA15TR3724-1 Rev. C (sheet 1 of 2), and WA15TR3724-2 Rev. D (sheet 2 of 2), with Series "J" luminaire arm	65	2988
Millerbernd Manufacturing, Co.	74516-WA-TS-III-J Rev. L (5 sheets)	65	3750

Foundations shall be as noted in the Plans and Standard Plan J-26.10. Type III signal standards with two mast arms installed 90 degrees apart may use these pre-approved drawings. Standards with two arms at any other angle are Type SD and require special design.

Type SD

Type SD signal standards are outside the basic requirements of any pre-defined signal standard and require special design. All special design shall be based on the latest AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals and pre-approved plans and as follows:

1. A 115 mph wind loading shall be used.
2. The Mean Recurrence Interval shall be 1700 years.
3. Fatigue category shall be III.

Complete calculations for structural design, including anchor bolt details, shall be prepared by a Professional Engineer, licensed under Title 18 RCW, State of Washington, in the branch of Civil or Structural Engineering or by an individual holding valid registration in another state as a civil or structural Engineer.

All shop drawings and the cover page of all calculation submittals shall carry the Professional Engineer's original signature, date of signature, original seal, registration number, and date of expiration. The cover page shall include the contract number, contract title, and sequential index to calculation page numbers. Two copies of the associated design calculations shall be submitted for approval along with shop drawings.

Details for handholes and luminaire arm connections are available from the Bridges and Structures Office.

Foundations for Type SD standards shall be as noted in the Plans.

(January 5, 2026)
Standard Plans

The Washington State Department of Transportation *Standard Plans* M21-01, published September 2024, is made a part of this Contract with the following revisions:

A-10.30

RISER RING detail (Including SECTION view and RISER RING DIMENSIONS table): The RISER RING detail is deleted from the plan.

INSTALLATION detail, SECTION A: The "1/4"" callout is revised to read "+/- 1/4" (SEE CONTRACT ~ Note: The + 1/4" installation is shown in the Section A view)"

A-40.20

Sheet 1, NOTES 1, 2, 3, and 4 are replaced with the following:

1. Use the ½ inch joint details for bridges with expansion length less than 100 feet and for bridges with L type abutments. Use the 1 inch joint details for other applications.
2. Use detail 5, 6, 7 on steel trusses and timber bridges with concrete bridge deck panels.
3. For details 1, 2, 3, and 4, the item "HMA Joint Seal at Bridge End" shall be used for payment. For details 5 and 6, the item "HMA Joint Seal at Bridge Deck Panel Joint" shall be used for payment. For detail 7, the item "Clean and Seal Bridge Deck Panel Joint" shall be used for payment.

Sheet 2, Detail 8 reference to "6-09.3(6)" is revised to read "6-21.3(7)".

A-50.40

Sheet 1, Plan View: The callout "BEAM GUARDRAIL TYPE 31 TRANSITION SECTION TYPE 21 OR TYPE 24 (SEE STANDARD PLAN C-25.20 OR C-25.30)" is revised to read "BEAM GUARDRAIL TYPE 31 TRANSITION SECTION TYPE 21, 24, OR 25 (SEE STANDARD PLAN C-25.20, C-25.30, OR C-25.32)"

A-60.40

Note 2 reference to "6-09.3(6)" is revised to read "6-21.3(7)".

B-55.20

General Note 3 reference to "2-09.4" is revised to read "3-07.4".

B-90.40

Valve Detail – DELETED

C-20.41

Note 4, First Sentence, "Box Culvert guardrail steel posts are not needed for fill depths greater than 40 inches." is revised to read; "Box culvert guardrail steel posts are not needed for fill depths greater than 46 inches. Provide 6-inches or greater of separation between the bottom of the guardrail post and top of the culvert"

BOX CULVERT POST ASSEMBLY, ELEVATION VIEW, post assembly length dimension "41" MIN. 72" MAX." is revised to read; "41" MIN. 78" MAX."

SECTION A, base material depth dimension - "9" MIN. 40" MAX. (SEE NOTE 4)" is revised to read: "9" MIN. 46" MAX. (SEE NOTE 4)"

C20-43

Note 4, First Sentence: "Box culvert guardrail steel posts are not needed for fill depths greater than 40 inches." is revised to read: "Box culvert guardrail steel posts are not needed for fill depths greater than 46 inches. Provide 6-inches or greater separation between the bottom of guardrail post and top of culvert."

Add a new KEY NOTE 4 - "IT IS PERMISSIBLE TO USE A 1" DIAM. ANCHOR ROD WITH TWO NUTS AND TWO - 1" DIAM. WASHERS PER STD. SPEC. SECTION 9-06.5(4) IN LIEU OF A HEX HEAD BOLT."

BOX CULVERT POST & BASE PLATE ASSEMBLY, ELEVATION VIEW, post assembly length dimension - "41" MIN. 72" MAX." is revised to read: "41" MIN. 78" MAX."

SECTION A, base material depth dimension - "9" MIN. 40" MAX. (SEE NOTE 4)" is revised to read: "9" MIN. 46" MAX. (SEE NOTE 4)"

Section A, callout - "1" (IN) DIAM. HEX HEAD BOLT (ASTM A 307, GR. A) W/NUT & 2 - 1" DIAM. WASHERS PER STD. SPEC. SECTION 9-06.5(1) ~ SEE NOTE 1", is revised to read: "1" (IN) DIAM. HEX HEAD BOLT (ASTM A 307, GR. A) W/NUT & TWO - 1" DIAM. WASHERS PER STD. SPEC. SECTION 9-06.5(1) ~ SEE KEY NOTES 1 AND 4"

Elevation View, Weld symbol - callout, See (key Note Symbol) "4" is revised to read: See (key Note Symbol) "3"

C-23.70

Sheet 2, ANCHOR BRACKET ASSEMBLY DETAIL, dimension, "R. 5/16" is revised to read; R. 15/16"

ANCHOR PLATE DETAIL, weld callout (fillet), 1/4" is revised to read; 3/16"

C-60.20

Sheet 1, Plan view, callout - "1/2" (IN) DIAMETER X 6 1/2" (IN) LONG ANCHOR BOLT ~ PER STD. SPEC. SECT. 9-06.5(4) (TYPICAL) (SEE NOTE 7)" is revised to read: "5/8" DIAMETER x 6 1/2" (IN) LONG ANCHOR BOLT ~ PER STD. SPEC. SECT. 9-06.5(4) (TYPICAL) (SEE NOTE 7)"

C-70.15

BARRIER CONNECTION DETAIL, callout - "CENTER GRID IN CONNECTION BLOCKOUT AND FILL VOID WITH TYPE 3 GROUT (STD. SPECIFICATION SECTION 9-20.3(3) PLACED IN ACCORDANCE WITH STD. SPECIFICATION SECTION 6-20.3(20)" is revised to read "CENTER GRID IN CONNECTION BLOCKOUT AND FILL VOID WITH GROUT TYPE 3 (STD. SPECIFICATION SECTION 9-20.3(3) PLACED IN ACCORDANCE WITH STD. SPECIFICATION SECTION 6-02.3(20)"

C81.10

Sheet 1, TYPICAL SECTION - TRAFFIC BARRIER the R4 #6 bar on the traffic face may be placed 4" down from the top of the barrier to allow additional room to install BP railing or other attachments. The R4 bar shall be kept tight to the front R2 bar.

Sheet 4, the existing table "IMPACT SHEAR AND IMPACT MOMENT TABLE" is renamed to "IMPACT SHEAR AND MOMENT TABLE DECK OVERHANG AND CONNECTIONS" keynote 25 is still applicable.

Sheet 4, NOTES, the following Note is added: "3. Deck overhangs for this use constitute plain reinforced concrete typically around 8" in thickness, non-prestressed moment slabs or approach slabs, or plain reinforced and longitudinally prestressed box girders which employ a topping slab. Other Supporting Structure Systems inclusive of post-tensioned decks, walls, and or Structure segments tied together without a topping slab, with the ties in the barrier resistance load path, shall use the impact shear and moments for other supporting structures."

Sheet 4, the following table is added with a keynote 25.

IMPACT SHEAR AND MOMENT TABLE OTHER SUPPORTING STRUCTURES										
	Interior Segment					End Segment				
Roadway and Fill Height at Curb Line (in)	0	6	12	18	24	0	6	12	18	24
End Segment Length (ft)	-	-	-	-	-	10.00	10.50	11.25	11.75	12.50
Impact Moment (kip*ft/ft)	19.86	24.12	28.55	33.16	37.97	20.80	25.17	29.65	34.27	39.04
Impact Shear (kip/ft)	7.89	8.04	8.23	8.44	8.68	8.27	8.39	8.54	8.72	8.92

C-81.15

Sheet 1, General Notes, Add Note 7, to read;"7. The concrete class for the moment slab shall be class 4000 typically and class 4000A when the top of the slab is used as the roadway, or sidewalk, surface. The concrete class for the barrier is defined in Standard Specification Section 6-10.3."

C-85.11

On Section B, the callout "3" EXPANDED POLYSTYRENE AROUND COLUMN (TYP.)" is revised to read "3" EXPANDED POLYSTYRENE OR POLYETHYLENE FOAM AROUND COLUMN (TYP.)"

D-3.09

Sheet 1, GEOSYNTHETIC WALL WITH 2 FT TRAFFIC SURCHARGE detail, callout – "BARRIER ON WALL ~ SEE Standard Plan D-3.15 or D-3.16" is revised to read: "BARRIER ON WALL ~ SEE CONTRACT PLANS"

D-3.10

Sheet 1, Typical Section, callout – "FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER. USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.15" is revised to read; "FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER, SEE CONTRACT PLANS"

Sheet 1, Typical Section, callout – "FOR WALLS WITH F-SHAPE TRAFFIC BARRIER. USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.16" is revised to read; "FOR WALLS WITH F-SHAPE TRAFFIC BARRIER, SEE CONTRACT PLANS"

D-3.11

Sheet 1, Typical Section, callout – "'B" BRIDGE APPROACH SLAB (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE STANDARD PLANS D-3.15 OR D-3.16" is revised to read; "B" BRIDGE APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)

Sheet 1, Typical Section, callout – "TYPICAL BARRIER ON BRIDGE APPROACH SLAB (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE STANDARD PLANS D-3.15 OR D-3.16" is revised to read; "TYPICAL BARRIER ON BRIDGE APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)

D-10.10

Note 7, "If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30" is revised to read "Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 1 and 1SW".

D-10.15

Note 7, "If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30" is revised to read "Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 2 and 2SW".

D-10.30

Wall Type 5 may be used in all cases.

D-10.35

Wall Type 6 may be used in all cases.

D-10.40

Note 5, "If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30" is revised to read "Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 7".

D-10.45

Note 5, "If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30" is revised to read "Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 8".

E-20.10

On Sheet 2, the reference to "2-09.4" is revised to read "3-07.4".

F-10.18

Note 1; "Construct curb joints at cement concrete pavement transverse joint locations. If all adjacent pavement is HMA, see Standard Plan F-30.10 for Curb Expansion and Contraction Joint Spacing." is revised to read – "See Standard Plan F-30.10 and Standard Specification Section 8-04.3 for Curb Expansion and Contraction Joint details and spacing."

CURB 3 Detail, the diamond note 1 callout on the 6" dimension at the bottom left side of the detail, is revised to be a diamond note 2 callout.

F-30.10

All five instances of the "2.0% MAX." are replaced with "2.1% MAX."

F-40.12

The one instance of "2.0% MAX." is replaced with "2.1% MAX."

Note 7 is replaced with the following:

7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement. When a ramp is constructed on a radius, the Curb Ramp length is measured on the inside radius along the back of the walkway.

Section B is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

Section C is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

F-40.14

The one instance of "2.0% MAX." is replaced with "2.1% MAX."

Note 7 is replaced with the following:

7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement. When a ramp is constructed on a radius, the Curb Ramp length is measured on the inside radius along the back of the walkway.

Section A is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

Section C is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

F-40.15

The one instance of "2.0% MAX." is replaced with "2.1% MAX."

Note 7 is replaced with the following:

7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement.

Section A is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

F-40.16

The one instance of "2.0% MAX." is replaced with "2.1% MAX."

Note 8 is replaced with the following:

7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement.

Section A is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

Section B is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

F-80.10

The one instance of "2.0% MAX." is replaced with "2.1% MAX."

Note 6 is replaced with the following:

The running slope of the Pedestrian Ramp shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the sidewalk.

Section A is amended as follows:

Delete: "15" Max."

J-5.50

General Note 4 reference to "2-09.3(1)E" is revised to read "3-07.3(1)E"

General Note 5 reference to "2-09.3(1)E" is revised to read "3-07.3(1)E"

J-10.10

Sheet 4 of 6, "Foundation Size Reference Table", PAD WIDTH column, Type 33xD=6' – 3" is revised to read: 7' – 3". Type 342LX / NEMA P44=5' – 10" is revised to read: 6' – 10"

Sheet 5 of 6, Plan View, "FOR EXAMPLE PAD SHOWN HERE:", "first bullet" item, "-SPACE BETWEEN TYPE B MOD. CABINET AND 33x CABINET IS 6" (IN)" IS REVISED TO READ: "SPACE BETWEEN TYPE B MOD. CABINET (BACK OF ALL CHANNEL STEEL) AND 33x CABINET IS 6" (IN) (CHANNEL STEEL ADDS ABOUT 5" (IN))"

J-10.16

Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-10.17

Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-10.18

Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-15.15

The reference to "2-09.3(1)E" is revised to read "3-07.3(1)E"

J-20.01

STANDARD DIMENSIONS AND REFERENCES table, TYPE FB, Standard Height column – "15'-0" "is revised to read; "14'-0" "

J-20.10

DELETED

J-20.11

DELETED

J-20.26

Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton post."

Add General Note 2, to read: "Signs shown are for locations with pedestrian signal displays (Accessible Pedestrian Signals/APS). Accessible information device (AID) pushbuttons signs not shown."

Revise View Titles (Both Sheets) to read: "ACCESSIBLE PEDESTRIAN PUSHBUTTON ASSEMBLY"

J-20.16

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

J-21.10

Sheet 1, Anchor Bolt Template, callout; "9" (IN) BOLT CIRCLE" is revised to read: "9" (IN) DIA.BOLT CIRCLE"

Base Plate Detail, callout; "3/4" (IN) STEEL PLATE WITH HOLE = POLE BASE + 1/6" (IN)" IS REVISED TO READ; "3/4" (IN) STEEL PLATE WITH HOLE = POLE BASE + 1/16" (IN)"

Flat Foundation Detail – Elevation, callout; "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" is revised to read; "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER ASSEMBLY"

Flat Foundation Detail – Elevation, dimension; 4' – 0" is revised to read; "4' – 0" ROUND OR 3' – 0" SQUARE"

J-21.15

Partial View, callout, was – LOCK NIPPLE ~ 1 ½" DIAM., is revised to read; CHASE NIPPLE ~ 1 ½" (IN) DIAM.

J-21.16

On both elevation views, the overall standard height dimension "15'-0" " is revised to read; "14'-0" "

J-26.10

The reference to "2-09.3(1)E" is revised to read "3-07.3(1)E"

J-27.10

The reference to "2-09.3(1)E" is revised to read "3-07.3(1)E"

J-28.30

General Note 13 – "See Standard Plans C-8b and C-85.14 for steel light standards on traffic barrier" is revised to read; "See Standard Plan C-85.15 for steel light standards on traffic barrier."

J-29.10

The reference to "2-09.3(1)E" is revised to read "3-07.3(1)E"

J-40.10

Sheet 2 of 2, Detail F, callout, "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER" is revised to read; "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 1/2" (IN) S. S. FLAT WASHER"

J-40.36

Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-40.37

Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-50.15

Sheet 1, SECTION A, the call out "LOOP LEAD-IN WIRES, TWISTED PAIRS ~ MAX. 3 PAIRS" is revised to read "LOOP LEAD-IN WIRES, TWISTED PAIRS ~ MAX. 6 PAIRS"
General Note 1 reference to "2-09.3(1)E" is revised to read "3-07.3(1)E"

J-75.20

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

J-75.55

Notes, Note A1, Revise reference, was – G-90.29, should be – G-90.20.

K-80.32

Sheet 1, END VIEW, the callout located at the base of barrier – “SEE NOTE 2” is revised to read: “SEE NOTE 3”

Sheet 2, WIRE ROPE LOOP DETAIL, dimension (overall length) – “SEE NOTE 1” is revised to read: “SEE NOTE 2”

Sheet 2, Side View (Right), callout – “WIRE ROPE LOOPS – SEE NOTE 1” is revised to read: “WIRE ROPE LOOPS – SEE NOTE 2”

L-5.10

Add new general Note 9 on sheet 1 – “9. The top of wall in Section A on Sheet 1 shall be located as follows: 1) flush with the finished grade when placed within the deflection distance of the long span guardrail system (Std. Plan C-20.40), 2) Two inches maximum above finished grade when placed behind a box culvert guardrail steel post system (Std. Plan C-20.41 or C-20.43), 3) Six inches minimum for all other applications. The bottom rail shall be located at mid height between the top rail and the top of structure.”

M-20.30

Wide Dotted Lane Line Detail, reference below title, (SEE NOTE 6) is revised to read: (SEE NOTE 5)

M-40.10

Guide Post Type ~ Reflective Sheeting Applications Table, remove reference - “(SEE NOTE 5)”

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

A-10.10-00 8/7/07	A-30.35-00 10/12/07	A-50.10-02 7/18/24
A-10.20-00 10/5/07	A-40.00-01 7/6/22	A-50.40-01 8/17/21
A-10.30-00 10/5/07	A-40.10-04 7/31/19	A-60.10-03 12/23/14
A-20.10-00 8/31/07	A-40.15-00 8/11/09	A-60.20-03 12/23/14
A-30.10-00 11/8/07	A-40.20-04 1/18/17	A-60.30-01 6/28/18
A-30.30-01 6/16/11	A-40.50-03 9/12/23	A-60.40-00 8/31/07
B-5.20-03 9/9/20	B-30.50-03 2/27/18	B-75.20-03 8/17/21
B-5.40-02 1/26/17	B-30.60-00 9/9/20	B-75.50-02 3/15/22
B-5.60-02 1/26/17	B-30.40-03 2/27/18	B-70.60-01 1/26/17
B-10.20-03 8/23/23	B-30.70-04 2/27/18	B-75.60-00 6/8/06
B-10.40-02 8/17/21	B-30.80-01 2/27/18	B-80.20-00 6/8/06
B-10.70-03 8/23/23	B-30.90-02 1/26/17	B-80.40-00 6/1/06
B-15.20-01 2/7/12	B-35.20-00 6/8/06	B-85.10-01 6/10/08
B-15.40-01 2/7/12	B-35.40-01 8/23/23	B-85.20-00 6/1/06
B-15.60-02 1/26/17	B-40.20-00 6/1/06	B-85.30-00 6/1/06
B-20.20-02 3/16/12	B-40.40-02 1/26/17	B-85.40-00 6/8/06
B-20.40-04 2/27/18	B-45.20-01 7/11/17	B-85.50-01 6/10/08
B-20.60-03 3/15/12	B-45.40-01 7/21/17	B-90.10-00 6/8/06

B-25.20-02 2/27/18	B-50.20-00 6/1/06	B-90.20-00 6/8/06
B-25.60-03 8/23/23	B-55.20-03 8/17/21	B-90.30-00 6/8/06
B-30.05-00 9/9/20	B-60.20-02 9/9/20	B-90.40-01 1/26/17
B-30.10-03 2/27/18	B-60.40-01 2/27/18	B-90.50-00 6/8/06
B-30.15-00 2/27/18	B-65.20-01 4/26/12	B-95.20-02 8/17/21
B-30.20-04 2/27/18	B-65.40-00 6/1/06	B-95.40-01 6/28/18
B-30.30-03 2/27/18	B-70.20-01 3/15/22	
C-1 9/8/22	C-23.70-01 10/16/23	C-70.10-04 10/16/23
C-1b 10/12/23	C-24.10-05 7/21/24	C-70.15-01 7/21/24
C-1d 10/31/03	C-24.15-00 3/15/22	C-75.10-02 9/16/20
C-6a 9/8/22	C-25.20-07 8/20/21	C-75.20-03 8/20/21
C-7 9/8/22	C-25.22-06 8/20/21	C-75.30-03 8/20/21
C-7a 9/8/22	C-25.26-05 8/20/21	C-80.10-03 10/16/23
C-20.10-09 10/12/23	C-25.30-01 8/20/21	C-80.20-01 6/11/14
C-20.14-05 9/8/22	C-25.32-00 7/29/24	C-80.30-02 8/20/21
C-20.15-03 10/12/23	C-25.80-05 8/12/19	C-80.40-01 6/11/14
C-20.18-04 9/8/22	C-60.10-04 7/21/24	C-85.10-00 4/8/12
C-20.40-10 10/12/23	C-60.15-01 7/21/24	C-85.11-01 9/16/20
C-20.41-05 7/18/24	C-60.20-01 9/8/22	C-85.15-03 10/17/23
C-20.43-01 7/18/24	C-60.30-02 7/21/24	C-85.18-03 9/8/22
C-20.44-00 8/13/24	C-60.40-01 7/21/24	C-81.10-00 9/12/23
C-20.45-03 9/8/22	C-60.45-01 7/21/24	C-81.15-00 9/12/23
C-20.55-00 7/30/24	C-60.50-01 7/21/24	
C-22.16-08 10/17/23	C-60.60-01 7/21/24	
C-22.40-11 7/21/24	C-60.70-01 9/8/22	
C-22.45-07 7/21/24	C-60.80-02 7/21/24	
D-2.36-03 6/11/14	D-3.11-03 6/11/14	D-10.25-01 8/7/19
D-2.46-02 8/13/21	D-4 12/11/98	D-10.30-00 7/8/08
D-2.84-00 11/10/05	D-6 6/19/98	D-10.35-00 7/8/08
D-2.92-01 4/26/22	D-10.10-01 12/2/08	D-10.40-01 12/2/08
D-3.09-00 5/17/12	D-10.15-01 12/2/08	D-10.45-01 12/2/08
D-3.10-01 5/29/13	D-10.20-01 8/7/19	D-20.10-00 10/9/23
E-1 2/21/07	E-4 8/27/03	E-20.10-00 9/12/23
E-2 5/29/98	E-4a 8/27/03	E-20.20-00 10/4/23
F-10.12-04 9/24/20	F-10.62-02 4/22/14	F-40.15-04 9/25/20
F-10.16-00 12/20/06	F-10.64-03 4/22/14	F-40.16-03 6/29/16
F-10.18-04 6/28/24	F-30.10-04 9/25/20	F-45.10-05 6/4/24
F-10.40-04 9/24/20	F-40.12-03 6/29/16	F-80.10-04 7/15/16
F-10.42-00 1/23/07	F-40.14-03 6/29/16	
G-10.10-00 9/20/07	G-24.50-05 8/7/19	G-90.10-03 7/11/17
G-20.10-03 8/20/21	G-24.60-05 6/28/18	G-90.20-05 7/11/17
G-22.10-04 6/28/18	G-25.10-05 9/16/20	G-90.30-04 7/11/17
G-24.10-00 11/8/07	G-26.10-00 7/31/19	G-95.10-02 6/28/18
G-24.20-01 2/7/12	G-30.10-04 6/23/15	G-95.20-03 6/28/18
G-24.30-02 6/28/18	G-50.10-03 6/28/18	G-95.30-03 6/28/18
G-24.40-07 6/28/18		

H-10.10-01 6/2/24	H-30.10-00.....10/12/07	H-70.10-028/17/21
H-10.11-00 6/2/24	H-32.10-00..... 9/20/07	H-70.20-028/17/21
H-10.15-01 6/2/24	H-60.10-01..... 7/3/08	
H-10.16-00 6/2/24	H-60.20-01..... 7/3/08	
I-10.10-01..... 8/11/09	I-30.20-00 9/20/07	I-40.20-009/20/07
I-30.10-02..... 3/22/13	I-30.30-02 6/12/19	I-50.20-027/6/22
I-30.15-02..... 3/22/13	I-30.40-02 6/12/19	I-60.10-016/10/13
I-30.16-01..... 7/11/19	I-30.60-02 6/12/19	I-60.20-016/10/13
I-30.17-01..... 6/12/19	I-40.10-00 9/20/07	I-80.10-027/15/16
J-05.50-00 8/30/22	J-26.10-03 7/21/16	J-50.05-007/21/17
J-10..... 7/18/97	J-26.15-01 5/17/12	J-50.10-017/31/19
J-10.10-04 9/16/20	J-26.20-01 6/28/18	J-50.11-02.....7/31/19
J-10.12-00 9/16/20	J-27.10-01 7/21/16	J-50.12-028/7/19
J-10.14-00 9/16/20	J-27.15-00 3/15/12	J-50.13-018/30/22
J-10.15-01 6/11/14	J-28.01-00 8/30/22	J-50.15-017/21/17
J-10.16-02 8/18/21	J-28.10-02 8/7/19	J-50.16-013/22/13
J-10.17-02 8/18/21	J-28.22-00 8/07/07	J-50.18-008/7/19
J-10.18-02 8/18/21	J-28.24-02 9/16/20	J-50.19-008/7/19
J-10.20-04 8/18/21	J-28.26-0112/02/08	J-50.20-00 6/3/11
J-10.21-02 8/18/21	J-28.30-04 6/18/24	J-50.25-00 6/3/11
J-10.22-03 10/4/23	J-28.40-02 6/11/14	J-50.30-00 6/3/11
J-10.25-01 6/21/24	J-28.42-01 6/11/14	J-60.05-017/21/16
J-10.26-00 8/30/22	J-28.43-01 6/28/18	J-60.11-00.....5/20/13
J-12.15-00 6/28/18	J-28.45-03 7/21/16	J-60.12-005/20/13
J-12.16-00 6/28/18	J-28.50-03 7/21/16	J-60.13-006/16/10
J-15.10-01 6/11/14	J-28.60-03 8/27/21	J-60.14-017/31/19
J-15.15-02 7/10/15	J-28.70-04 8/30/22	J-75.10-027/10/15
J-20.01-01 6/21/24	J-29.10-02 8/26/22	J-75.20-017/10/15
J-20.05-00 6/21/24	J-29.15-01 7/21/16	J-75.30-027/10/15
J-20.10-05 10/4/23	J-29.16-02 7/21/16	J-75.50-008/30/22
J-20.11-03 7/31/19	J-30.10-01 8/26/22	J-75.55-008/30/22
J-20.15-04 6/21/24	J-40.01-00 8/30/22	J-80.05-008/30/22
J-20.16-02 6/30/14	J-40.05-00 7/21/16	J-80.10-018/18/21
J-20.20-02 5/20/13	J-40.10-04 4/28/16	J-80.12-008/18/21
J-20.26-01 7/12/12	J-40.20-03 4/28/16	J-80.15-006/28/18
J-21.10-05 6/21/24	J-40.30-04 4/28/16	J-81.10-028/18/21
J-21.15-01 6/10/13	J-40.35-01 5/29/13	J-81.12-009/3/21
J-21.16-02 6/21/24	J-40.36-02 7/21/17	J-84.05-008/30/22
J-21.17-01 6/10/13	J-40.37-02 7/21/17	J-86.10-006/28/18
J-21.20-01 6/10/13	J-40.38-01 5/20/13	J-90.10-036/28/18
J-22.15-03 6/21/24	J-40.39-00 5/20/13	J-90.20-036/28/18
J-22.16-03 7/10/15	J-40.40-02 7/31/19	J-90.21-026/28/18
J-22.17-00 6/21/24	J-45.36-00 7/21/17	J-90.50-006/28/18
K-70.20-01 6/1/16	K-80.32-00..... 8/17/21	K-80.35-01.....9/16/20
K-80.10-02 9/25/20	K-80.34-00..... 8/17/21	K-80.37-01.....9/16/20
L-5.10-02..... 6/5/24	L-20.10-03 7/14/15	L-40.20-026/21/12

L-5.15-00..... 9/19/22	L-30.10-02 6/11/14	L-70.10-01 5/21/08
L-10.10-02..... 6/21/12	L-40.15-01 6/16/11	L-70.20-01 5/21/08
M-1.20-04..... 9/25/20	M-9.60-00 2/10/09	M-24.66-00 7/11/17
M-1.40-03..... 9/25/20	M-11.10-04..... 8/2/22	M-40.10-04 10/17/23
M-1.60-03..... 9/25/20	M-12.10-04 6/28/24	M-40.20-00 10/12/07
M-1.80-03..... 6/3/11	M-15.10-02 7/17/23	M-40.30-01 7/11/17
M-2.20-03..... 7/10/15	M-17.10-02 7/3/08	M-40.40-00 9/20/07
M-2.21-00..... 7/10/15	M-20.10-04 8/2/22	M-40.50-00 9/20/07
M-3.10-04..... 9/25/20	M-20.20-02 4/20/15	M-40.60-00 9/20/07
M-3.20-04..... 8/2/22	M-20.30-05 6/28/24	M-60.10-01 6/3/11
M-3.30-04..... 9/25/20	M-20.40-03 6/24/14	M-60.20-03 8/17/21
M-3.40-04..... 9/25/20	M-20.50-02 6/3/11	M-65.10-03 8/17/21
M-3.50-03..... 9/25/20	M-24.20-02 4/20/15	M-80.10-01 6/3/11
M-5.10-03..... 9/25/20	M-24.40-02 4/20/15	M-80.20-00 6/10/08
M-7.50-01..... 1/30/07	M-24.60-04 6/24/14	M-80.30-00 6/10/08
M-9.50-02..... 6/24/14	M-24.65-00 7/11/17	

APPENDIX A

PREVAILING WAGE RATES SUPPLEMENTAL TO WAGE RATES, BENEFIT
CODE KEY – PIERCE COUNTY

APPENDIX B

PREVAILING WAGE RATES – FEDERAL

APPENDIX C

STANDARD PLANS

*SYSTEMIC HORIZONTAL CURVE
AND ROADWAY IMPROVEMENTS*

23-001102 SUMNER HORIZ CURVE

APPENDIX D

CONTRACT PLANS

*SYSTEMIC HORIZONTAL CURVE
AND ROADWAY IMPROVEMENTS*

23-001102 SUMNER HORIZ CURVE