Lewis County
Department of Public Works
Engineering Division

CONTRACT
PROVISIONS AND PLANS
FOR CONSTRUCTION OF:

REBID HIGHWAY 603

STABILIZATION PROJECT

FEDERAL AID PROJECT NO. STPR-G211(001)
F.A. Contract No. TA-5900
RAP Project No. 2108-01
COUNTY ROAD PROJECT NO. 2144
January, 2017
BOOK 1 OF 3

Lewis County Public Works
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BOARD OF COUNTY COMMISSIONERS

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INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2016 Standard Specifications for Road, Bridge, and Municipal Construction.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

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

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

Section 1-01, Definitions and Terms

August 1, 2016

1-01.3 Definitions

The following new term and definition is inserted after the eighth paragraph:

Cold Weather Protection Period – A period of time 7 days from the day of concrete placement or the duration of the cure period, whichever is longer.

Section 1-02, Bid Procedures and Conditions

April 4, 2016

1-02.4(1) General

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

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business on the Thursday preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

1-02.9 Delivery of Proposal

The last sentence of the third paragraph is revised to read:

The Contracting Agency will not open or consider any Proposal when the Proposal or Bid deposit is received after the time specified for receipt of Proposals or received in a location other than that specified for receipt of Proposals unless an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received.

The following new paragraph is inserted before the last paragraph:

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.

1-02.12 Public Opening of Proposals

This section is supplemented with the following new paragraph:

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be opened at the time indicated in the call for Bids the time specified for opening of Proposals will be deemed to be extended to the same time of day on the first work day on which the normal work processes of the Contracting Agency resume.

Section 1-04, Scope of the Work

August 1, 2016

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

The following new paragraph is inserted before the second to last paragraph:

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications, and standards, the reference shall be construed to mean the code, rule, specification, or standard that is in effect on the Bid advertisement date, unless otherwise stated or as required by law.

Section 1-06, Control of Material

January 4, 2016

This section is supplemented with the following new section and subsections:

1-06.6 Recycled Materials

The Contractor shall make their best effort to utilize recycled materials in the construction of the project; the use of recycled concrete aggregate as specified in Section 1-06.6(1)A is a requirement of the Contract.

The Contractor shall submit a Recycled Material Utilization Plan as a Type 1 Working Drawing within 30 calendar days after the Contract is executed. The plan shall provide the Contractor's anticipated usage of recycled materials for meeting the requirements of these Specifications. The quantity of recycled materials will be provided in tons and as a percentage of the Plan quantity for each material listed in Section 9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of Recycled Material. When a Contract does not include Work that requires the use of a material that is included in the requirements for using materials the Contractor may state in their plan that no recycled materials are proposed for use.

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

1-06.6(1) Recycling of Aggregate and Concrete Materials

1-06.6(1)A General

The minimum quantity of recycled concrete aggregate shall be 25 percent of the total quantity of aggregate that is incorporated into the Contract for those items listed in Section 9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of Recycled Material that allow the use of recycled

concrete aggregate. The percentage of recycled material incorporated into the project for meeting the required percentage will be calculated in tons based on the quantity of recycled concrete used on the entire Contract and not as individual items.

If the Contractor's total cost for Work with recycled concrete aggregate is greater than without the Contractor may choose to not use recycled concrete aggregate. When the Contractor does not meet the minimum requirement of 25 percent recycled concrete aggregate for the Contract due to costs or any other reason the following shall be submitted:

1. A cost estimate for each material listed in Section 9-03.21(1)E that is utilized on the Contract. The cost estimate shall include the following:

    a. The estimated costs for the Work for each material with 25 percent recycled concrete aggregate. The cost estimate shall include for each material a copy of the price quote from the supplier with the lowest total cost for the Work.

    b. The estimated costs for the Work for each material without recycled concrete aggregate.

The Contractor's cost estimates shall be submitted as an attachment to the Recycled Materials Reporting form.

Section 1-07, Legal Relations and Responsibilities to the Public

August 1, 2016

1-07.1 Laws to be Observed

In the second to last sentence of the third paragraph, "WSDOT" is revised to read "Contracting Agency".

1-07.2(2) State Sales Tax: WAC 458-20-170 – Retail Sales Tax

The last three sentences of the first paragraph are deleted and replaced with the following new sentence:

The Contractor (Prime or Subcontractor) shall include sales or use tax on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project, in the unit bid prices.

1-07.9(2) Posting Notices

Items 1 and 2 are revised to read:

1. EEOC - P/E-1 (revised 11/09, supplemented 09/15) – **Equal Employment Opportunity IS THE LAW** published by US Department of Labor. Post for projects with federal-aid funding.

2. FHWA 1022 (revised 05/15) – **NOTICE Federal-Aid Project** published by Federal Highway Administration (FHWA). Post for projects with federal-aid funding.

Items 5, 6 and 7 are revised to read:

5. WHD 1420 (revised 02/13) – **Employee Rights and Responsibilities Under The Family And Medical Leave Act** published by US Department of Labor. Post on all projects.

6. WHD 1462 (revised 01/16) – **Employee Polygraph Protection Act** published by US Department of Labor. Post on all projects.

7. F416-081-909 (revised 09/15) – **Job Safety and Health Law** published by Washington State Department of Labor and Industries. Post on all projects.

Items 9 and 10 are revised to read:

9. F700-074-909 (revised 06/13) – **Your Rights as a Worker in Washington State** by Washington State Department of Labor and Industries (L&I). Post on all projects.

10. EMS 9874 (revised 10/15) – **Unemployment Benefits** published by Washington State Employment Security Department. Post on all projects.

1-07.15(1) Spill Prevention, Control, and Countermeasures Plan

The second sentence of the first paragraph is deleted.

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

The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and other materials defined in Chapter 447 of the WSDOT Environmental Manual M 31-11.

Item number four of the fourth paragraph (up until the colon) is revised to read:

4. **Potential Spill Sources** – Describe each of the following for all potentially hazardous materials brought or generated on-site, including but not limited to materials used for equipment operation, refueling, maintenance, or cleaning:

The first sentence of item 7e of the fourth paragraph is revised to read:

BMP methods and locations where they are used to prevent discharges to ground or water during mixing and transfer of hazardous materials and fuel.

The last paragraph is deleted.

Section 1-08, Prosecution and Progress

August 1, 2016

1-08.1(1) Prompt Payment, Subcontract Completion and Return of Retainage Withheld

In item number 5 of the first paragraph, “WSDOT” is revised to read “Contracting Agency”.

1-08.5 Time for Completion

In item 2c of the last paragraph, “Quarterly Reports” is revised to read “Monthly Reports”.

Section 1-09, Measurement and Payment

April 4, 2016

1-09.6 Force Account

The second sentence of item number 4 is revised to read:

A “specialized service” is a work operation that is not typically done by worker classifications as defined by the Washington State Department of Labor and Industries and by the Davis Bacon Act, and therefore bills by invoice for work in road, bridge and municipal construction.

Section 1-10, Temporary Traffic Control

August 1, 2016

1-10.1(2) Description

The first paragraph is revised to read:

> The Contractor shall provide flaggers and all other personnel required for labor for traffic control activities that are not otherwise specified as being furnished by the Contracting Agency.

In the third paragraph, “Project Engineer” is revised to read “Engineer”.

The following new paragraph is inserted after the third paragraph:

> The Contractor shall keep lanes, on-ramps, and off-ramps, open to traffic at all times except when Work requires closures. Ramps shall not be closed on consecutive interchanges at the same time, unless approved by the Engineer. Lanes and ramps shall be closed for the minimum time required to complete the Work. When paving hot mix asphalt the Contractor may apply water to the pavement to shorten the time required before reopening to traffic.

Section 2-03, Roadway Excavation and Embankment

August 1, 2016

2-03.3(7)C Contractor-Provided Disposal Site

The second paragraph is revised to read:

> The Contractor shall acquire all permits and approvals required for the use of the disposal sites before any waste is hauled off the project. The Contractor shall submit a Type 1 Working Drawing consisting of copies of the permits and approvals for any disposal sites to be used. The cost of any such permits and approvals shall be included in the Bid prices for other Work.

The third paragraph is deleted.

Section 5-01, Cement Concrete Pavement Rehabilitation

August 1, 2016

5-01.2 Materials

In the first paragraph, the following item is inserted after the item “Joint Sealants”:

> Closed Cell Foam Backer Rod 9-04.2(3)A

5-01.3(8) Sealing Existing Transverse and Longitudinal Joints

This section’s title is revised to read:

> **Sealing Existing Longitudinal and Transverse Joint**

The first paragraph is revised to read:

> The Contractor shall clean and seal existing longitudinal and transverse joints where shown in the Plans or as marked by the Engineer.

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

Old sealant and incompressible material shall be completely removed from the joint to the depth of the new reservoir with a diamond blade saw in accordance with the detail shown in the Standard Plans.

The fifth paragraph is revised to read:

Immediately prior to sealing, the cracks shall be blown clean with dry oil-free compressed air. If shown in the Plans, a backer rod shall be placed at the base of the sawn reservoir. The joints shall be completely dry before the sealing installation may begin. Immediately following the air blowing and backer rod placement, if required, the sealant material shall be installed in conformance to manufacturer's recommendations and in accordance with Section 5-05.3(8)B.

5-01.3(11) Concrete Slurry and Grinding Residue

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

Slurry shall not be allowed to drain into an area open to traffic, off of the paved surface, into any drainage structure, water of the state, or wetlands.

The following new sentence is inserted at the end of the second paragraph:

The Contractor shall submit copies of all disposal tickets to the Engineer within 5 calendar days.

5-01.4 Measurement

The fourth paragraph is revised to read:

Sealing existing longitudinal and transverse joint will be measured by the linear foot, measured along the line of the completed joint.

5-01.5 Payment

The Bid item "Sealing Transverse and Longitudinal Joints", per linear foot and the paragraph following Bid item are revised to read:

"Sealing Existing Longitudinal and Transverse Joint", per linear foot.

The unit Contract price per linear foot for "Sealing Existing Longitudinal and Transverse Joint", shall be full payment for all costs to complete the Work as specified, including removing incompressible material, preparing and sealing existing transverse and longitudinal joints where existing transverse and longitudinal joints are cleaned and for all incidentals required to complete the Work as specified.

Section 5-02, Bituminous Surface Treatment

April 4, 2016

5-02.3(2) Preparation of Roadway Surface

This section is supplemented with the following new subsection:

5-02.3(2)E Crack Sealing

Where shown in the Plans, seal cracks and joints in the pavement in accordance with Section 5-04.3(4)A1 and the following:

1. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.

2. Cracks greater than 1 inch in width – fill with sand slurry.

Section 5-05, Cement Concrete Pavement

August 1, 2016

5-05.3(3)B Mixing Equipment

The last sentence of item number 4 is revised to read:

Plant-mixed concrete may be transported in nonagitated vehicles provided that the concrete is in a workable condition when placed and:

a. discharge is completed within 45 minutes after the introduction of mixing water to the cement and aggregates, or

b. discharge is completed within 60 minutes after the introduction of mixing water to the cement and aggregates, provided the concrete mix temperature is 70 F or below during placement, or

c. discharge is completed within 60 minutes after the introduction of mixing water to the cement and aggregates, provided the mix contains an approved set retarder at the manufacturer's minimum dosage rate.

5-05.3(6) Subgrade

This section, including title, is revised to read:

5-05.3(6) Surface Preparation

The Subgrade surface shall be prepared and compacted a minimum of 3 feet beyond each edge of the area which is to receive concrete pavement in order to accommodate the slip-form equipment.

Concrete shall not be placed during a heavy rainfall. Prior to placing concrete:

1. The surface shall be moist;

2. Excess water (e.g., standing, pooling or flowing) shall be removed from the surface.

3. The surface shall be clean and free of any deleterious materials.

4. The surface temperature shall not exceed 120°F or be frozen.

5-05.3(7)A Slip-Form Construction

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

The alignment and elevation of the paver shall be regulated from outside reference lines established for this purpose, or by an electronic control system capable of controlling the line and grade within required tolerances.

Section 6-02, Concrete Structures

August 1, 2016

6-02.3(2)A Contractor Mix Design

The following new sentence is inserted after the first sentence of the third paragraph:

The mix design submittal shall also include test results no older than one year showing that the Aggregates do not contain Deleterious Substances in accordance with Section 9-03.

6-02.3(2)A1 Contractor Mix Design for Concrete Class 4000D

The following new sentence is inserted after the second sentence of the last paragraph:

Mix designs using shrinkage reducing admixture shall state the specific quantity required.

The following new sentence is inserted before the last sentence of the last paragraph:

Testing samples of mixes using shrinkage reducing admixture shall use the admixture amount specified in the mix design submittal.

6-02.3(2)B Commercial Concrete

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

Commercial concrete does not require mix design or source approvals for cement, aggregate, and other admixtures.

6-02.3(6)A1 Hot Weather Protection

This section is revised to read:

The Contractor shall provide concrete within the specified temperature limits. Cooling of the coarse aggregate piles by sprinkling with water is permitted provided the moisture content is monitored and the mixing water is adjusted for the free water in the aggregate. Shading or cooling aggregate piles (sprinkling of fine aggregate piles with water is not allowed). If sprinkling of the coarse aggregates is to be used, the piles moisture content shall be monitored and the mixing water adjusted for the free water in the aggregate. In addition, when removing the coarse aggregate, it shall be removed from at least 1 foot above the bottom of the pile. Refrigerating mixing water; or replacing all or part of the mixing water with crushed ice, provided the ice is completely melted by placing time.

If air temperature exceeds 90°F, the Contractor shall use water spray or other accepted methods to cool all concrete-contact surfaces to less than 90°F. These surfaces include forms, reinforcing steel, steel beam flanges, and any others that touch the mix.

6-02.3(6)A2 Cold Weather Protection

This section is revised to read:

Concrete shall be maintained at or above a temperature of 40°F during the first seven days of the Cold Weather Protection Period and at or above a temperature of 35°F during the remainder of the Cold Weather Protection Period. Cold weather protection requirements do not apply to concrete placed below the ground line.

Prior to placing concrete in cold weather, the Contractor shall submit a Type 2 Working Drawing with a written procedure for cold weather concreting. The procedure shall detail how the Contractor will adequately cure the concrete and prevent the concrete temperature from falling below the minimum temperature. Extra protection shall be provided for areas especially vulnerable to freezing (such as exposed top surfaces, corners and edges, thin sections, and concrete placed into steel forms). Concrete placement will only be allowed if the Contractor's cold weather protection plan has been accepted by the Engineer.

Prior to concrete placement, the Contractor shall review the 7-day temperature predictions for the job site from the Western Region Headquarters of the National Weather Service (www.wrh.noaa.gov). When temperatures below 35°F are predicted, the Contractor shall:

1. Install temperature data loggers in each concrete pour. One data logger shall be installed for every 100 yards of concrete placed. Data loggers shall be installed at locations directed by the Engineer, and shall be placed 1.5 inches from the face of concrete.

2. Immediately after concrete placement, temperature data loggers shall be installed on the concrete surface at locations directed by the Engineer. One data logger shall be installed for every 100 yards of concrete placed.

The data loggers shall be operated continuously during the Cold Weather Protection Period. Temperatures shall be measured, recorded and stored a minimum of every 30 minutes. Temperature date shall be submitted to the Engineer as a Type 1 Working Drawing within three days following the end of the Cold Weather Protection Period.

If the concrete temperature falls below 40°F during the first seven days of the Cold Weather Protection Period, no curing time is awarded for that day and the Cold Weather Protection Period is extended for one additional day. If the concrete temperature falls below 35°F during Cold Weather Protection Period, the concrete may be rejected by the Engineer.

6-02.3(17)N Removal of Falsework and Forms

The fifth paragraph is deleted.

6-02.3(25)J Horizontal Alignment

The last two sentences of the third paragraph are revised to read the following single sentence:

Any girder that exceeds on offset of $\frac{1}{8}$ inch for each 10 feet of girder length shall be corrected at the job site to the $\frac{1}{8}$ inch maximum offset per 10 feet of girder length before concrete is placed into the diaphragms.

6-02.3(26)D2 Test Block Dimensions

The first sentence is revised to read:

The dimensions of the test block perpendicular to the tendon in each direction shall be the smaller of twice the minimum edge distance or the minimum spacing specified by the special anchorage device manufacturer, with the stipulation that the concrete cover over any confining reinforcing steel or supplementary skin reinforcement shall be appropriate for the project-specific application and circumstances.

6-02.3(26)E2 Ducts for External Exposed Installation

In the first paragraph, “ASTM D3350” is revised to read “ASTM D3035”.

In the fourth paragraph, "ASTM D3505" is revised to read "ASTM D3035".

6-02.3(26)G Tensioning

Item number 1 of the second paragraph is revised to read:

1. All concrete has reached a compressive strength of at least 4,000 psi or the strength specified in the Plans. When tensioning takes place prior to 28-day compressive strength testing on concrete sampled in accordance with Section 6-02.3(25)H, compressive strength shall be verified on field cured cylinders in accordance with the FOP for AASHTO T23.

6-02.3(27)A Use of Self-Consolidating Concrete for Precast Units

Item number 2 of the first paragraph is revised to read:

2. Precast reinforced concrete three-sided structures, box culverts and split box culverts in accordance with Section 7-02.3(6).

Section 6-05, Piling

August 1, 2016

In this section, the words “capacity” and “capacities” are replaced with the words “resistance” and “resistances”, respectively.

6-05.3(1) Piling Terms

The third paragraph is revised to read:

Overdriving – Over-driving of piles occurs when the ultimate bearing resistance calculated from the equation in Section 6-05.3(12), or the wave equation driving criteria if applicable, exceeds the ultimate bearing resistance required in the Contract in order to reach the minimum tip elevation specified in the Contract, or as required by the Engineer.

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

Minimum Tip Elevation – The minimum tip elevation is the elevation to which the pile tip shall be driven.

6-05.3(3)A Casting and Stressing

The last sentence of the third paragraph is revised to read:

If the corrective action is not acceptable to the Engineer, the piling(s) will be subject to rejection by the Engineer.

6-05.3(5) Manufacture of Steel Piles

This section is supplemented with the following new paragraph:

At least 14-days prior to the start of production of the piling, the Contractor shall advise the Engineer of the production schedule. The Contractor shall give the Inspector safe and free access to the Work. If the Inspector observes any nonspecification Work or unacceptable quality control practices, the Inspector will advise the plant manager. If the corrective action is not acceptable to the Engineer, the piling(s) will be subject to rejection by the Engineer.

6-05.3(9)A Pile Driving Equipment Approval

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

The Contractor shall submit Type 2E Working Drawings consisting of a wave equation analysis for all pile driving systems used to drive piling with required maximum driving resistances of greater than 300 tons.

Section 6-07, Painting

August 1, 2016

6-07.3(10)F Collecting, Testing, and Disposal of Containment Waste

The third, fourth and fifth paragraphs are deleted and replaced with the following two new paragraphs:

Containment waste is defined as all paint chips and debris removed from the steel surface and all abrasive blast media, as contained by the containment system. After all waste from the containment system has been collected, the Contractor shall collect representative samples of the components that field screening indicates are lead-contaminated material. The Contractor shall collect at least one representative sample from each container. The Contractor may choose to collect a composite sample of each container, but the composite sample must consist of several collection points (a minimum of 3 random samples) that are representative of the entire contents of the container and representative of the characteristics of the type of waste in the container. In accordance with WAC 173–303-040, a representative sample means "a sample which can be expected to exhibit the average properties of the sample source."

The debris shall be tested for metals using the Toxicity Characteristics Leaching Procedure (TCLP) and EPA Methods 1311 and 6010. At a minimum, the materials should be analyzed for the Resource Conservation and Recovery Act (RCRA) 8 Metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver). Pursuant to the Dangerous Waste (DW) Regulations Chapter 173-303-90(8)(c) WAC, "Any waste that contains contaminants which occur at concentrations at or above the DW threshold must be designated as DW." All material within each individual container or containment system that designates as DW shall be disposed of at a legally permitted Subtitle C Hazardous Waste Landfill. All material within each individual container or containment system that designate below the DW threshold, will be designated as "Solid Waste" and shall be disposed of at a legally permitted Subtitle D Landfill. Disposal shall be in accordance with WAC 173-303 for waste designated "Dangerous Waste" and pursuant to WAC 173-350 for waste designated as "Solid Waste".

Section 6-09, Modified Concrete Overlays

April 4, 2016

6-09.3(8)A Quality Assurance for Microsilica Modified and Fly Ash Modified Concrete Overlays

The first sentence of the first paragraph is revised to read the following two new sentences:

The Engineer will perform slump, temperature, and entrained air tests for acceptance in accordance with Section 6-02.3(5)D and as specified in this Section after the Contractor has turned over the concrete for acceptance testing. Concrete samples for testing shall be supplied to the Engineer in accordance with Section 6-02.3(5)E.

The last paragraph is deleted.

6-09.3(8)B Quality Assurance for Latex Modified Concrete Overlays

The first two paragraphs are deleted and replaced with the following:

The Engineer will perform slump, temperature, and entrained air tests for acceptance in accordance with Section 6-02.3(5)D and as specified in this Section after the Contractor has turned over the concrete for acceptance testing. The Engineer will perform testing as the concrete is being placed. Samples shall be taken on the first charge through each mobile mixer and every other charge thereafter. The sample shall be taken after the first 2 minutes of continuous mixer operation. Concrete samples for testing shall be supplied to the Engineer in accordance with Section 6-02.3(5)E.

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

Recommendations made by the technical representative on or off the jobsite shall be adhered to by the Contractor.

Section 6-10, Concrete Barrier

August 1, 2016

6-10.3(5) Temporary Concrete Barrier

This section title is revised to read:

Temporary Barrier

The first paragraph is revised to read:

For temporary barrier, the Contractor may use precast concrete barrier or temporary steel barrier. Temporary concrete barrier shall comply with Standard Plan requirements and cross-sectional dimensions, except that: (1) it may be made in other lengths than those shown in the Standard Plan, and (2) it may have permanent lifting holes no larger than 4 inches in diameter or lifting loops. Temporary steel barrier shall be certified that it meets NCHRP 350 or MASH crash test requirements and shall be installed in accordance with the manufacturer's recommendations.

6-10.4 Measurement

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

Temporary barrier will be measured by the linear foot along the completed line and slope of the barrier, one time only for each setup of barrier protected area.

6-10.5 Payment

The Bid item "Temporary Conc. Barrier", per linear foot, and the paragraph following this Bid item, is revised to read:

"Temporary Barrier", per linear foot.

The unit Contract price per linear foot for "Temporary Barrier" shall be full pay for all costs, including furnishing, installing, connecting, anchoring, maintaining, temporary storage, and final removal of the temporary barrier.

Section 6-14, Geosynthetic Retaining Walls

January 4, 2016

6-14.5 Payment

The bid item "Concrete Fascia Panel", per square foot, and the paragraph following this bid item are revised to read:

"Concrete Fascia Panel For Geosynthetic Wall", per square foot.

All costs in connection with constructing the concrete fascia panels as specified shall be included in the unit Contract price per square foot for "Concrete Fascia Panel For Geosynthetic Wall", including all steel reinforcing bars, premolded joint filler, polyethylene bond breaker strip, joint sealant, PVC pipe for weep holes, exterior surface finish, and pigmented sealer (when specified), constructing and placing the concrete footing, edge beam, anchor beam, anchor rod assembly, and backfill.

Section 6-19, Shafts

August 1, 2016

6-19.3 Construction Requirements

This section is supplemented with the following new subsection:

6-19.3(10) Engineer's Final Acceptance of Shafts

The Engineer will determine final acceptance of each shaft, based on the nondestructive QA test results and analysis for the tested shafts, and will provide a response to the Contractor within 3 working days after receiving the test results and analysis submittal.

6-19.3(1)B Nondestructive Testing of Shafts

This section's content is deleted and replaced with the following new subsections:

6-19.3(1)B1 Nondestructive Quality Assurance (QA) Testing of Shafts

Unless otherwise specified in the Special Provisions, the Contractor shall perform nondestructive QA testing of shafts, except for those constructed completely in the dry. Either crosshole sonic log (CSL) testing in accordance with ASTM D 6760 or thermal integrity profiling (TIP) testing in accordance with ASTM D 7949 shall be used.

6-19.3(1)B2 Nondestructive Quality Verification (QV) Testing of Shafts

The Contracting Agency may perform QV nondestructive testing of shafts that have been QA tested by the Contractor. The Contracting Agency may test up to ten percent of the shafts. The Engineer will identify the shafts selected for QV testing and the testing method the Contracting Agency will use.

The Contractor shall accommodate the Contracting Agency's nondestructive testing.

6-19.3(2) Shaft Construction Submittal

This section is revised to read:

The shaft construction submittal shall be comprised of the following four components: construction experience; shaft installation narrative; shaft slurry technical assistance; and nondestructive QA testing personnel. The submittals shall be Type 2 Working Drawings, except the shaft slurry technical assistance and nondestructive QA testing personnel submittals shall be Type 1.

This section is supplemented with the following new subsection:

6-19.3(2)D Nondestructive QA Testing Organization and Personnel

The Contractor shall submit the names of the testing organizations, and the names of the personnel who will conduct nondestructive QA testing of shafts. The submittal shall include documentation that the qualifications specified below are satisfied. For TIP testing, the testing organization is the group that performs the data analysis and produces the final report. The testing organizations and the testing personnel shall meet the following minimum qualifications:

1. The testing organization shall have performed nondestructive tests on a minimum of three deep foundation projects in the last two years.

2. Personnel conducting the tests for the testing organization shall have a minimum of one year experience in nondestructive testing and interpretation.

3. The experience requirements for the organization and personnel shall be consistent with the testing methods the Contractor has selected for nondestructive testing of shafts.

4. Personnel preparing test reports shall be a Professional Engineers, licensed under Title 18 RCW, State of Washington, and in accordance with WAC 196-23-020.

6-19.3(3) Shaft Excavation

The second paragraph is revised to read:

Shaft excavation shall not be started until the Contractor has received the Engineer acceptance for the reinforcing steel centralizers required when the casing is to be pulled during concrete placement.

This section is supplemented with the following:

Except as otherwise noted, the Contractor shall not commence subsequent shaft excavations until receiving the Engineer's acceptance of the first shaft, based on the results and analysis of the nondestructive testing for the first shaft. The Contractor may commence subsequent shaft excavations prior to receiving the Engineer's acceptance of the first shaft, provided the following condition is satisfied:

The Engineer permits continuing with shaft construction based on the Engineer's observations of the construction of the first shaft, including, but not limited to, conformance to the shaft installation narrative in accordance with Section 6-19.3(2)B, and the Engineer's review of Contractor's daily reports and Inspector's daily logs concerning excavation, steel reinforcing bar placement, and concrete placement.

6-19.3(6) Access Tubes for Crosshole Sonic Log (CSL) Testing

This section title is revised to read:

6-19.3(6) Contractor Furnished Accessories for Nondestructive QA Testing

This section is supplemented with the following three new subsections:

6-19.3(6)D Shafts Requiring Thermal Wire

The Contractor shall furnish and install thermal wire in all shafts receiving the thermal wire method of TIP testing, except as otherwise noted in Section 6-19.3(1)B1.

6-19.3(6)E Thermal Wire and Thermal Access Points (TAPs)

The thermal wire and associated couplers shall be obtained from the source specified in the Special Provisions.

The Contractor shall securely attach the thermal wire to the interior of the reinforcement cage of the shaft in conformance with the supplier's instructions. At a minimum, one thermal wire shall be furnished and installed for each foot of shaft diameter, rounded to the nearest whole number, as shown in the Plans. The number of thermal wires for shaft diameters specified as "X feet 6 inches" shall be rounded up to the next higher whole number. The thermal wires shall be placed around the shaft, inside the spiral or hoop reinforcement, and tied to the vertical reinforcement with plastic "zip" ties at a maximum spacing of 2-feet. Steel tie wire shall not be used.

The thermal wire shall be installed in straight alignment and taut, but with enough slack to not be damaged during reinforcing cage lofting. The wires shall be as near to parallel to the vertical axis of the reinforcement cage as possible. The thermal wire shall extend from the bottom of the reinforcement cage to the top of the shaft, with 15-feet of slack wire provided above the top of

shaft. Care shall be taken to prevent damaging the thermal wires during reinforcement cage installation and concrete placement operations in the shaft excavation.

After completing shaft reinforcement cage fabrication at the site and prior to installation of the cage into the shaft excavation, the Contractor shall install and connect thermal access points (TAPs) to the thermal wires. The TAPs shall record data for at least one hour after the cage is placed in the excavation to measure the slurry temperature and enable the steel and slurry temperatures to equilibrate prior to placing concrete in the shaft. The TAPs shall record and store data every 15 minutes. The TAPs shall remain active for a minimum of 36 hours.

Prior to beginning concrete placement the TAPs shall be checked to ensure they are recording data and that the wires have not been damaged. If a TAP unit is not functioning due to a damaged wire, the Contractor shall repair or replace the wire. If a TAP unit fails or a wire breaks after concrete placement has started, the Contractor shall not stop the concrete placement operation to repair the wire.

6-19.3(6)F Use of Access Tubes for TIP Testing Under the Thermal Probe Method
The Contractor may use access tubes for TIP testing under the thermal probe method. Access tubes shall be cared for in accordance with Section 6-19.3(6)C. Prior to TIP testing under the thermal probe method, the water in each tube shall be removed, collected, and stored in an insulated container. The access tube shall be blown dry and swabbed to remove residual water. After TIP testing, the collected and stored tube water shall be introduced back into the access tube. New potable water may be used, provided the water temperature is not more than 10°F cooler than the average concrete temperature measured by the probe.

6-19.3(6)A Shafts Requiring CSL Access Tubes

This section, including title, is revised to read:

6-19.3(6)A Shafts Requiring Access Tubes
The Contractor shall furnish and install access tubes in all shafts receiving CSL testing or the thermal probe method of TIP testing, except as otherwise noted in Section 6-19.3(1)B1.

6-19.3(6)B Orientation and Assembly of the CSL Access Tubes

This section's title is revised to read:

6-19.3(6)B Orientation and Assembly of the Access Tubes

6-19.3(6)C Care for CSL Access Tubes from Erection through CSL Testing

This section's title is revised to read:

6-19.3(6)C Care for Access Tubes from Erection Through Nondestructive QA Testing

The second sentence is revised to read:

The Contractor shall keep all of a shaft's access tubes full of water through the completion of nondestructive QA testing of that shaft.

6-19.3(7)I Requirements for Placing Concrete Above the Top of Shaft

This section is revised to read:

Concrete shall not be placed above the top of shaft (for column splice zones, columns, footings, or shaft caps) until the Contractor receives the Engineer's acceptance of nondestructive QA testing, if performed at that shaft, and acceptance of the shaft.

6-19.3(9) Nondestructive Testing of Shafts (Crosshole Sonic Log (CSL) Testing)

This section, including title, is revised to read:

6-19.3(9) Nondestructive QA Testing of Shafts

The Contractor shall provide nondestructive QA testing and analysis on all shafts with access tubes or thermal wires and TAPs facilitating the testing (See Section 6-19.3(1)B). The testing and analysis shall be performed by the testing organizations identified by the Contractor's submittal in accordance with Section 6-19.3(2)D.

The Engineer may direct that additional testing be performed at a shaft if anomalies or a soft bottom are detected by the Contractor's testing. If additional testing at a shaft confirms the presence of a defect(s) in the shaft, the testing costs and the delay costs resulting from the additional testing shall be borne by the Contractor in accordance with Section 1-05.6. If the additional testing indicates that the shaft has no defect, the testing costs and the delay costs resulting from the additional testing will be paid by the Contracting Agency in accordance with Section 1-05.6, and, if the shaft construction is on the critical path of the Contractor's schedule, a time extension equal to the delay created by the additional testing will be granted in accordance with Section 1-08.8.

6-19.3(9)A Schedule of CSL Testing

This section, including title, is revised to read:

6-19.3(9)A TIP Testing Using Thermal Probes or CSL Testing

If selected as the nondestructive QA testing method by the Contractor, TIP testing using thermal probes, or CSL testing shall be performed after the shaft concrete has cured at least 96 hours. Additional curing time prior to testing may be required if the shaft concrete contains admixtures, such as set retarding admixture or water-reducing admixture, added in accordance with Section 6-02.3(3). The additional curing time prior to testing required under these circumstances shall not be grounds for additional compensation or extension of time to the Contractor in accordance with Section 1-08.8.

6-19.3(9)B Inspection of CSL Access Tubes

This section's title is revised to read:

6-19.3(9)B Inspection of Access Tubes

6-19.3(9)C Engineer's Final Acceptance of Shafts

This section, including title, is revised to read:

6-19.3(9)C TIP Testing With Thermal Wires and TAPs

If selected as the nondestructive QA testing method by the Contractor, TIP testing with thermal wires and TAPs (See Section 6-19.3(6)E) shall be performed. The TIP testing shall commence at the beginning of the concrete placement operation, recording temperature readings at 15-minute intervals until the peak temperature is captured in the data. Additional curing time may be required if the shaft concrete contains admixtures, such as set retarding admixture or water-reducing admixture, added in accordance with Section 6-02.3(3). The additional curing time required under these circumstances shall not be grounds for additional compensation or extension of time to the Contractor in accordance with Section 1-08.8.

TIP testing shall be conducted at all shafts in which thermal wires and TAPs have been installed for thermal wire analysis (Section 6-19.3(6)A).

6-19.3(9)D Requirements to Continue Shaft Excavation Prior to Acceptance of First Shaft

This section, including title, is revised to read:

6-19.3(9)D Nondestructive QA Testing Results Submittal

The Contractor shall submit the results and analysis of the nondestructive QA testing for each shaft tested. The Contractor shall submit the test results within three working days of testing. Results shall be a Type 1 Working Drawing presented in a written report.

TIP reports shall include:

1. A map or plot of the wire/tube location within the shaft and their position relative to a known and identifiable location, such as North.

2. Graphical displays of temperature measurements versus depth of each wire or tube for the analysis time selected, overall average temperature with depth, shaft radius or diameter with depth, concrete cover versus cage position with depth, and effective radius.

3. The report shall identify unusual temperatures, particularly significantly cooler local deviations from the overall average.

4. The report shall identify the location and extent where satisfactory or questionable concrete is identified.

    a. Satisfactory (S) - 0 to 6% Effective Radius Reduction and Cover Criteria Met

    b. Questionable (Q) - Effective Local Radius Reduction > 6%, Effective Local Average Diameter Reduction > 4%, or Cover Criteria Not Met

5. Variations in temperature between wire/tubes (at each depth) which in turn correspond to variations in cage alignment.

6. Where shaft specific construction information is available (e.g. elevations of the top of shaft, bottom of casing, bottom of shaft, etc.), these values shall be noted on all pertinent graphical displays.

CSL reports shall include:

1. A map or plot of the tube location within the shaft and their position relative to a known and identifiable location, such as North.

2. Graphical displays of CSL Energy versus Depth and CSL signal arrival time versus depth or velocity versus depth.

3. The report shall identify the location and extent where good, questionable, and poor concrete is identified, where no signal was received, or where water is present.

    a. Good (G) - No signal distortion and decrease in signal velocity of 10% or less is indicative of good quality concrete.

    b. Questionable (Q) - Minor signal distortion and a lower signal amplitude with a decrease in signal velocity between 10% and 20%.

c. Poor (P) - Severe signal distortion and much lower signal amplitude with a decrease in signal velocity of 20% or more.

d. No Signal (NS) - No signal was received.

e. Water (W) - A measured signal velocity of nominally V = 4,800 to 5,000 fps.

All QA test reports will provide a recommendation to accept the shaft as-is, recommendation for further review by the Engineer, or will provide a plan for further testing, investigation or repair to address any deficiencies identified by the testing.

6-19.3(9)E Additional CSL Testing

This section, including title, is revised to read:

6-19.3(9)E Vacant

6-19.3(9)I Requirements for CSL Access Tubes and Cored Holes After CSL Testing

This section's title is revised to read:

6-19.3(9)I Requirements for Access Tubes and Cored Holes After CSL Testing

6-19.4 Measurement

This section is revised to read:

Constructing shafts will be measured by the linear foot. The linear foot measurement will be calculated using the top of shaft elevation and the bottom of shaft elevation for each shaft as shown in the Plans.

Rock excavation for shaft, including haul, will be measured by the linear foot of shaft excavated. The linear feet measurement will be computed using the top of the rock line, defined as the highest bedrock point within the shaft diameter, and the bottom elevation shown in the Plans.

QA shaft test will be measured once per shaft tested.

6-19.5 Payment

This section is revised to read:

Payment will be made for the following Bid items when they are included in the Proposal:

"Constructing___Diam. Shaft", per linear foot.
The unit Contract price per linear foot for "Constructing___Diam. Shaft" shall be full pay for performing the Work as specified, including:

1. Soil excavation for shaft, including all costs in connection with furnishing, mixing, placing, maintaining, containing, collecting, and disposing of all mineral, synthetic and water slurry, and disposing of groundwater collected by the excavated shaft.

2. Furnishing and placing temporary shaft casing, including temporary casing in addition to the required casing specified in the Special Provisions, and including all costs in connection with completely removing the casing after completing shaft construction.

3. Furnishing permanent casing for shaft.

4. Placing permanent casing for shaft.

5. Casing shoring, including all costs in connection with furnishing and installing casing shoring above the specified upper limit for casing shoring but necessary to provide for sufficient water head pressure to resist artesian water pressure present in the shaft excavation, removing casing shoring, and placing seals when required.

6. Furnishing and placing steel reinforcing bar and epoxy-coated steel reinforcing bar, including furnishing and installing steel reinforcing bar centralizers.

7. Installation of CSL tubes or thermal wires.

8. Furnishing, placing and curing Concrete Class 4000P to the top of shaft or to the construction joint at the base of the shaft-column splice zone as applicable.

Payment for "Constructing___Diam. Shaft" will be made upon Engineer acceptance of the shaft, including completion of satisfactory QA shaft tests as applicable.

"Rock Excavation For Shaft Including Haul", per linear foot.
When rock excavation is encountered, payment for rock excavation is in addition to the unit Contract price per linear foot for "Constructing___Diam. Shaft"

"Shoring Or Extra Excavation Cl. A - ___", lump sum.
The lump sum Contract price for "Shoring Or Extra Excavation Cl. A - ___" shall be full pay for performing the Work as specified, including all costs in connection with all excavation outside the limits specified for soil and rock excavation for shaft including haul, all temporary telescoping casings, and all temporary casings beyond the limits of required temporary casing specified in the Special Provisions.

"QA Shaft Test", per each.
The unit Contract price per each for "QA Shaft Test" shall be full pay for performing the Work as specified, including operating all associated accessories necessary to record and process data and develop the summary QA test reports. Section 1-04.6 does not apply to this bid item.

"Removing Shaft Obstructions", estimated.
Payment for removing, breaking-up, or pushing aside shaft obstructions, as defined in Section 6-19.3(3)E, will be made for the changes in shaft construction methods necessary to deal with the obstruction. The Contractor and the Engineer shall evaluate the effort made and reach agreement on the equipment and employees utilized, and the number of hours involved for each. Once these cost items and their duration have been agreed upon, the payment amount will be determined using the rate and markup methods specified in Section 1-09.6. For the purpose of providing a common proposal for all Bidders, the Contracting Agency has entered an amount for the item "Removing Shaft Obstructions" in the Bid Proposal to become a part of the total Bid by the Contractor.

If drilled shaft tools, cutting teeth, casing or Kelly bar is damaged as a result of the obstruction removal work, the Contractor will be compensated for the costs to repair this equipment in accordance with Section 1-09.6.

If shaft construction equipment is idled as a result of the Work required to deal with the obstruction and cannot be reasonably reassigned within the project, then standby payment for the idled equipment will be added to the payment calculations. If labor is idled as a result of the Work required to deal with the obstruction and cannot be reasonably reassigned within the

project, then all labor costs resulting from Contractor labor agreements and established Contractor policies will be added to the payment calculations.

The Contractor shall perform the amount of obstruction Work estimated by the Contracting Agency within the original time of the Contract. The Engineer will consider a time adjustment and additional compensation for costs related to the extended duration of the shaft construction operations, provided:

1. The dollar amount estimated by the Contracting Agency has been exceeded, and

2. The Contractor shows that the obstruction removal Work represents a delay to the completion of the project based on the current progress schedule provided in accordance with Section 1-08.3.

Section 7-02, Culverts

August 1, 2016

7-02.2 Materials

The following three new items are inserted after the item "Aggregate for Portland Cement Concrete:

Gravel Backfill for Pipe Zone Bedding	9-03.12(3)
Butyl Rubber Sealant	9-04.11
External Sealing Band	9-04.12

The last paragraph is deleted.

7-02.3(6) Precast Reinf. Conc. Three Sided Structures, Box Culverts and Split Box Culverts

This section is supplemented with the following new paragraph:

When the Plans include a complete set of design details for a Structure (defining panel shapes and dimensions, concrete strength requirements, and steel reinforcing bar, joint, and connection details), the design and load rating preparation and calculation submittal requirements of Sections 7-02.3(6)A1 and 7-02.3(6)A2 do not apply for the components shown in the Plans, but all other requirements of this Section remain in effect. The Contractor may propose alternate concrete culvert designs, accommodating the same rise, span, and length as shown in the Plans, to replace the Structure details shown in the Plans. If an alternate concrete culvert design is proposed, all of the requirements of this Section, including design and load rating preparation and calculation submittal, apply.

7-02.3(6)A General

This section is supplemented with the following two new paragraphs:

Tolerances for PRCTSS shall be as follows:

1. Internal Dimensions – The internal dimension shall not vary more than 1 percent or 2 inches, whichever is less, from the Plan dimensions. The haunch dimensions shall not vary more than ¾ inch from the Plan dimensions.

2. Slab and Wall Thickness – The slab and wall thickness shall not be less than that shown in the Plans by more than 5 percent or ½ inch, whichever is greater. A thickness more

than that required in the Plans will not be a cause for rejection if proper joining is not affected.

3. Length of Opposite Surfaces – Variations in lengths of two opposite surfaces of the three-sided section shall not be more than ¾ inch unless beveled sections are being used to accommodate a curve in the alignment.

4. Reinforcing steel placement shall meet the tolerances specified in Section 6-02.3(24)C.

Tolerances for PRCBC and PRCSBC shall be as follows:

1. Internal Dimensions – The internal dimensions shall not vary more than 1 percent from the Plan dimensions. If haunches are used, the haunch dimensions shall not vary more than ¼ inch from the Plan dimensions.

2. Slab and Wall Thickness – The slab and wall thickness shall not be less than that shown in the Plans by more than 5 percent or 3/16 inch, whichever is greater. A thickness more than that required in the Plans will not be a cause for rejection.

3. Length of Opposite Box Segments – Variations in lengths of two opposite surfaces of the box segments shall not be more than ⅛ inch per foot of internal span, with a maximum of ⅝ inch for all sizes through 7 feet internal span, and a maximum of ¾ inch for internal spans greater than 7 feet, except where beveled sections are being used to accommodate a curve in the alignment.

4. Length of Box Segments – The underrun in length of a segment shall not be more than ⅛ inch per foot of length with a maximum of ½ inch in any box segment.

5. Length of Legs and Slabs – The variation in length of the legs shall not be more than ⅛ inch per foot of the rise of the leg per leg with a maximum of ⅝ inches. The differential length between opposing legs of the same segment shall not be more than ½ inch. Length of independent top slab spans shall not vary by more than ⅛ inch per foot of span of the top slab, with a maximum of ⅝ inches.

6. Reinforcing steel placement shall meet the tolerances specified in Section 6-02.3(24)C.

This section is supplemented with the following new subsection:

7-02.3(6)A5 Wingwalls and Retaining Walls

Wingwalls and retaining walls (including cutoff walls and headwalls) shall be constructed in accordance with the Contractor's design and Working Drawing submittal or when the Plans include a complete set of design details for a wall (defining panel shapes and dimensions, concrete strength requirements, and steel reinforcing bar, joint, and connection details),the details shown in the Plans.

Precast concrete construction shall conform to Sections 6-02.3(28) and 6-11.3(3).

Culvert bedding material shall be furnished, placed, and compacted in accordance with Section 7-02.3(6)A4.

7-02.3(6)A1 Design Criteria

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

Whenever the minimum finished backfill or surfacing depth above the top of the Structure is less than 1'-0" (except when the top of the Structure is directly exposed to vehicular traffic), either all steel reinforcing bars in the span unit shall be epoxy-coated with 2" minimum concrete cover from the face of concrete to the face of the top mat of steel reinforcing bars, or the minimum concrete cover shall be 2½".

The last sentence of the last paragraph is revised to read:

Concrete cover from the face of any concrete surface to the face of any steel reinforcement shall be 1-inch minimum end clearance at all joints, and 2-inches minimum at all other locations.

7-02.3(6)A2 Submittals

The first paragraph is revised to read:

The Contractor shall submit shop drawings of the precast Structures. Fabrication shop drawings replicating complete design details when shown in the Plans shall be Type 2 Working Drawings. Submittals completing the design based on the schematic geometric requirements shown in the Plans, or proposing a Contractor designed alternative concrete culvert Structure shall be Type 2E Working Drawings with supporting design calculations.

The last paragraph is revised to read:

For precast Structures with a span length greater than 20-feet (as defined in Section 7-02.3(6)A1), except when the depth of fill above the top of culvert exceeds the Structure span length, a Type 2E Working Drawing shall be submitted consisting of a load rating report prepared in accordance with the AASHTO Manual for Bridge Evaluation and WSDOT Bridge Design Manual LRFD M 23-50 Chapter 13. Soil pressures used shall include effects from the backfill material and compaction methods, and shall be in accordance with the WSDOT Geotechnical Design Manual M 46-03 and the geotechnical report prepared for the project.

7-02.3(6)A3 Casting

This section is revised to read:

Concrete shall conform to Section 6-02.3(28)B, with a 28-day compressive strength as specified in the Plans or the Working Drawings submittal.

7-02.3(6)A4 Excavation and Bedding Preparation

The last paragraph is revised to read:

The upper layer of bedding course shall be a 6-inch minimum thickness layer of culvert bedding material, defined as granular material either conforming to Section 9-03.12(3) or to AASHTO Grading No. 57 as specified in Section 9-03.1(4)C. The plan limits of the culvert bedding material shall extend 1-foot beyond the plan limits of the culvert or the Structure footing as applicable. The culvert bedding material shall be compacted in accordance with the Section 2-09.3(1)E requirements for gravel backfill for drains. After compaction, the culvert bedding material shall be screeded transversely to the specified line and grade. Voids in the screeded culvert bedding material shall be filled and then rescreeded prior to erecting the precast Structure.

7-02.3(6)B3 Erection

The following sentence is inserted after the first sentence of the last paragraph:

The weld-tie anchor spacing shall not exceed 6'-0".

The last sentence of the last paragraph is revised to read:

Keyways shall be filled with grout conforming to Section 9-20.3(2).

7-02.3(6)C1 Casting

This section is revised to read:

PRCSBC shall consist of lid elements and "U" shaped base elements. The vertical legs of the "U" shaped base elements shall be full height matching the rise of the culvert, except as otherwise specified for culvert spans greater than 20-feet. For PRCSBC spans greater than 20-feet (as defined in Section 7-02.3(6)A1), the lid elements may include vertical legs of a maximum length of 4-feet.

All vertical and horizontal joints of PRCBC and PRCSBC elements shall be tongue and groove type joints, except PRCBC and PRCSBC of 20-foot span or less may have keyway joints connected by weld-tie anchors in accordance with Section 6-02.3(25)O. The weld-tie anchor spacing shall not exceed 6'-0". There shall be at least two galvanized steel tie plates across each top unit tongue and groove joint and each tongue and groove joint between upper and lower units, unless otherwise shown in the Plans or required by the seismic designed completed in accordance with Section 7-02.3(6)A1.

7-02.3(6)C3 Erection

This section is revised to read:

PRCBC and PRCSBC shall be erected and backfilled in accordance with the erection sequence specified in the Working Drawing submittal, and the construction equipment restrictions specified in Section 6-02.3(25)O.

The Contractor shall install a continuous strip of butyl rubber sealant within all tongue and groove joints prior to connecting the precast elements together. The butyl rubber sealant shall have a minimum cross section of ½-inch by 1½-inch, unless otherwise shown in the Plans.

After connecting the joints with weld-tie anchors, the Contractor shall paint the exposed metal surfaces with one coat of field primer conforming to Section 9-08.1(2)F. Keyways shall be filled with grout conforming to Section 9-20.3(2).

The Contractor shall wrap all exterior joints along the top and sides of the PRCBC and PRCSBC with a 12-inch wide strip of external sealing band centered about the joint and adhesively bonded to the concrete surface.

Backfill beside the PRCBC and PRCSBC shall be brought up in sequential layers, compacted concurrently. The difference in backfill height on opposing sides of the Structure shall not exceed 2-feet.

7-02.4 Measurement

This section is supplemented with the following:

Culvert bedding material will be measured by the cubic yard of material placed.

7-02.5 Payment

This section is supplemented with the following:

"Culvert Bedding Material", per cubic yard.

Section 8-01, Erosion Control and Water Pollution Control

August 1, 2016

8-01.2 Materials

This section is supplemented with the following new paragraph:

Recycled concrete, in any form, shall not be used for any Work defined in Section 8-01.

8-01.3(7) Stabilized Construction Entrance

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

Material used for stabilized construction entrance shall be free of extraneous materials that may cause or contribute to track out.

8-01.3(8) Street Cleaning

This section is revised to read:

Self-propelled street sweepers shall be used to remove and collect sediment and other debris from the Roadway, whenever required by the Engineer. The street sweeper shall effectively collect these materials and prevent them from being washed or blown off the Roadway or into waters of the State. Street sweepers shall not generate fugitive dust and shall be designed and operated in compliance with applicable air quality standards.

Material collected by the street sweeper shall be disposed of in accordance with Section 2-03.3(7)C.

Street washing with water will require the concurrence of the Engineer.

Section 8-10, Guide Posts

January 4, 2016

8-10.3 Construction Requirements

The last sentence of the second paragraph is deleted.

Section 8-11, Guardrail

August 1, 2016

8-11.3(1)F Removing and Resetting Beam Guardrail

The last sentence of the first paragraph is deleted.

8-11.5 Payment

The paragraph following the Bid item “Removing and Resetting Beam Guardrail”, per linear foot is revised to read:

The unit Contract price per linear foot for “Removing and Resetting Beam Guardrail” shall be full payment for all costs to perform the Work as described in Section 8-11.3(1)F, except for replacement posts and blocks.

The paragraph following the Bid item “Raising Existing Beam Guardrail”, per linear foot is revised to read:

The unit Contract price per linear foot for “Raising Existing Beam Guardrail” shall be full payment for all costs to perform the Work as described in Section 8-11.3(1)E, except for replacement posts and blocks.

Section 8-20, Illumination, Traffic Signal Systems, Intelligent Transportation Systems, and Electrical

April 4, 2016

8-20.3(5)A General

The last paragraph is revised to read:

Immediately after the sizing mandrel has been pulled through, install an equipment grounding conductor if applicable (see Section 8-20.3(9)) and any new or existing wire or cable as specified in the Plans. Where conduit is installed for future use, install a 200-pound minimum tensile strength pull string with the equipment grounding conductor. The pull string shall be attached to duct plugs or caps at both ends of the conduit.

8-20.3(5)A1 Fiber Optic Conduit

The last paragraph is deleted.

8-20.3(5)D Conduit Placement

Item number 2 is revised to read:

2. 24-inches below the top of the untreated surfacing on a Roadbed.

8-20.3(9) Bonding, Grounding

The following two new paragraphs are inserted after the first paragraph:

Install an equipment grounding conductor in all new conduit, whether or not the equipment grounding conductor is called for in the wire schedule.

For each new conduit with innerduct install an equipment grounding conductor in only one of the innerducts unless otherwise required by the NEC or the Plans.

The fourth paragraph (after the preceding Amendments are applied) is revised to read:

Bonding jumpers and equipment grounding conductors meeting the requirements of Section 9-29.3(2)A3 shall be minimum #8 AWG, installed in accordance with the NEC. Where existing conduits are used for the installation of new circuits, an equipment grounding conductor shall be installed unless an existing equipment ground conductor, which is appropriate for the largest circuit, is already present in the existing raceway. The equipment ground conductor between the isolation switch and the sign lighter fixtures shall be minimum #14 AWG stranded copper conductor. Where parallel circuits are enclosed in a common conduit, the equipment-grounding conductor shall be sized by the largest overcurrent device serving any circuit contained within the conduit.

The second sentence of the fifth paragraph (after the preceding Amendments are applied) is revised to read:

A non-insulated stranded copper conductor, minimum #8 AWG with a full circle crimp on connector (crimped with a manufacturer recommended crimper) shall be connected to the junction

box frame or frame bonding stud, the other end shall be crimped to the equipment bonding conductor, using a “C” type crimp connector.

The last two sentences of the sixth paragraph (after the preceding Amendments are applied) are revised to read:

For light standards, signal standards, cantilever and sign bridge Structures the supplemental grounding conductor shall be #4 AWG non-insulated stranded copper conductor. For steel sign posts which support signs with sign lighting or flashing beacons the supplemental grounding conductor shall be #6 AWG non insulated stranded copper conductor.

The fourth to last paragraph is revised to read:

Install a two grounding electrode system at each service entrance point, at each electrical service installation and at each separately derived power source. The service entrance grounding electrode system shall conform to the “Service Ground” detail in the Standard Plans. If soil conditions make vertical grounding electrode installation impossible an alternate installation procedure as described in the NEC may be used. Maintain a minimum of 6 feet of separation between any two grounding electrodes within the grounding system. Grounding electrodes shall be bonded copper, ferrous core materials and shall be solid rods not less than 10 feet in length if they are ½ inch in diameter or not less than 8 feet in length if they are ⅝ inch or larger in diameter.

Section 8-22, Pavement Marking

January 4, 2016

8-22.4 Measurement

The first two sentences of the fourth paragraph are revised to read:

The measurement for “Painted Wide Lane Line”, “Plastic Wide Lane Line”, “Profiled Plastic Wide Lane Line”, “Painted Barrier Center Line”, “Plastic Barrier Center Line”, “Painted Stop Line”, “Plastic Stop Line”, “Painted Wide Dotted Entry Line”, or “Plastic Wide Dotted Entry Line” will be based on the total length of each painted, plastic or profiled plastic line installed. No deduction will be made for the unmarked area when the marking includes a broken line such as, wide broken lane line, drop lane line, wide dotted lane line or wide dotted entry line.

8-22.5 Payment

The following two new Bid items are inserted after the Bid item “Plastic Crosshatch Marking”, per linear foot:

“Painted Wide Dotted Entry Line”, per linear foot.

“Plastic Wide Dotted Entry Line”, per linear foot.

Section 9-03, Aggregates

August 1, 2016

9-03.1(1) General Requirements

This first paragraph is supplemented with the following:

Reclaimed aggregate may be used if it complies with the specifications for Portland Cement Concrete. Reclaimed aggregate is aggregate that has been recovered from plastic concrete by washing away the cementitious materials.

9-03.1(2) Fine Aggregate for Portland Cement Concrete

This section is revised to read:

Fine aggregate shall consist of natural sand or manufactured sand, or combinations thereof, accepted by the Engineer, having hard, strong, durable particles free from adherent coating. Fine aggregate shall be washed thoroughly to meet the specifications.

9-03.1(2)A Deleterious Substances

This section is revised to read:

The amount of deleterious substances in the washed aggregate shall be tested in accordance with AASHTO M 6 and not exceed the following values:

Material finer than No. 200 Sieve	2.5 percent by weight
Clay lumps and friable particles	3.0 percent by weight
Coal and lignite	0.25 percent by weight
Particles of specific gravity less than 2.00	1.0 percent by weight.

Organic impurities shall be tested in accordance with AASHTO T 21 by the glass color standard procedure and results darker than organic plate no. 3 shall be rejected. A darker color results from AASHTO T 21 may be used provided that when tested for the effect of organic impurities on strength of mortar, the relative strength at 7 days, calculated in accordance with AASHTO T 71, is not less than 95 percent.

9-03.1(4) Coarse Aggregate for Portland Cement Concrete

This section is revised to read:

Coarse aggregate for concrete shall consist of gravel, crushed gravel, crushed stone, or combinations thereof having hard, strong, durable pieces free from adherent coatings. Coarse aggregate shall be washed to meet the specifications.

9-03.1(4)A Deleterious

This section, including title, is revised to read:

9-03.1(4)A Deleterious Substances

The amount of deleterious substances in the washed aggregate shall be tested in accordance with AASHTO M 80 and not exceed the following values:

Material finer than No. 200	1.0[1] percent by weight
Clay lumps and Friable Particles	2.0 percent by weight
Shale	2.0 percent by weight
Wood waste	0.05 percent by weight
Coal and Lignite	0.5 percent by weight
Sum of Clay Lumps, Friable Particles, and Chert (Less Than 2.40 specific gravity SSD)	3.0 percent by weight

[1]If the material finer than the No. 200 sieve is free of clay and shale, this percentage may be increased to 1.5.

9-03.1(4)C Grading

The following new sentence is inserted at the beginning of the last pargraph:

Where coarse aggregate size 467 is used, the aggregate may be furnished in at least two separate sizes.

9-03.1(5) Combined Aggregate Gradation for Portland Cement Concrete

This section is revised to read:

As an alternative to using the fine aggregate sieve grading requirements in Section 9-03.1(2)B, and coarse aggregate sieve grading requirements in Section 9-03.1(4)C, a combined aggregate gradation conforming to the requirements of Section 9-03.1(5)A may be used.

9-03.1(5)A Deleterious Substances

This section is revised to read:

The amount of deleterious substances in the washed aggregates $\frac{3}{8}$ inch or larger shall not exceed the values specified in Section 9-03.1(4)A and for aggregates smaller than $\frac{3}{8}$ inch they shall not exceed the values specified in Section 9-03.1(2)A.

9-03.1(5)B Grading

The first paragraph is deleted.

9-03.8(7) HMA Tolerances and Adjustments

In the table in item 1, the last column titled “Commercial Evaluation” is revised to read “Visual Evaluation”.

9-03.11(1) Streambed Sediment

The following three new sentences are inserted after the first sentence of the first paragraph:

Alternate gradations may be used if proposed by the Contractor and accepted by the Engineer. The Contractor shall submit a Type 2 Working Drawing consisting of 0.45 power maximum density curve of the proposed gradation. The alternate gradation shall closely follow the maximum density line and have Nominal Aggregate Size of no less than 1½ inches or no greater than 3 inches.

9-03.21(1)B Concrete Rubble

This section, including title, is revised to read:

9-03.21(1)B Recycled Concrete Aggregate

Recycled concrete aggregates are coarse aggregates manufactured from hardened concrete mixtures. Recycled concrete aggregate may be used as coarse aggregate or blended with coarse aggregate for Commercial Concrete. Recycled concrete aggregate shall meet all of the requirements for coarse aggregate contained in Section 9-03.1(4) or 9-03.1(5). In addition to the requirements of Section 9-03.1(4) or 9-03.1(5), recycled concrete shall:

1. Contain an aggregated weight of less than 1 percent of adherent fines, vegetable matter, plastics, plaster, paper, gypsum board, metals, fabrics, wood, tile, glass, asphalt (bituminous) materials, brick, porcelain or other deleterious substance(s) not otherwise noted;
2. Be free of harmful components such as chlorides and reactive materials unless mitigation measures are taken to prevent recurrence in the new concrete;
3. Have an absorption of less than 10 percent when tested in accordance with AASHTO T 85.

Recycled concrete aggregate shall be in a saturated condition prior to mixing.

Recycled concrete aggregate shall not be placed below the ordinary high water mark of any water of the State.

9-03.21(1)D Recycled Steel Furnace Slag

This section title is revised to read:

Steel Furnace Slag

9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of Recycled Material

The following new row is inserted after the second row:

Coarse Aggregate for Commercial Concrete	9-03.1(4)	0	100	0	0

Section 9-04, Joint and Crack Sealing Materials

August 1, 2016

This section is supplemented with the following two new subsections:

9-04.11 Butyl Rubber Sealant

Butyl rubber sealant shall conform to ASTM C 990.

9-04.12 External Sealing Band

External sealing band shall by Type III B conforming to ASTM C 877.

9-04.2(1) Hot Poured Joint Sealants

This section's content is deleted and replaced with the following new subsections:

9-04.2(1)A Hot Poured Sealant

Hot poured sealant shall be sampled in accordance with ASTM D5167 and tested in accordance with ASTM D5329.

9-04.2(1)A1 Hot Poured Sealant for Cement Concrete Pavement

Hot poured sealant for cement concrete pavement shall meet the requirements of ASTM D6690 Type IV, except for the following:

1. The Cone Penetration at 25°C shall be 130 maximum.

2. The extension for the Bond, non-immersed, shall be 100 percent.

9-04.2(1)A2 Hot Poured Sealant for Bituminous Pavement

Hot poured sealant for bituminous pavement shall meet the requirements of ASTM D6690 Type I or Type II.

9-04.2(1)B Sand Slurry for Bituminous Pavement

Sand slurry is mixture consisting of the following components measured by total weight:

1. Twenty percent CSS-1 emulsified asphalt,

2. Two percent portland cement, and

3. Seventy-eight percent fine aggregate meeting the requirements of 9-03.1(2)B Class 2. Fine aggregate may be damp (no free water).

9-04.2(2) Poured Rubber Joint Sealer
The last paragraph is deleted.

9-04.4(1) Rubber Gaskets for Aluminum or Steel Drain Pipe
"AASHTO M198" is revised to read "ASTM C 990".

9-04.4(3) Gaskets for Aluminum or Steel Culvert or Storm Sewer Pipe
In the last sentence, "AASHTO M198" is revised to read "ASTM C 990".

Section 9-07, Reinforcing Steel

August 1, 2016

9-07.1(1)A Acceptance of Materials
The first sentence of the first paragraph is revised to read:

> Reinforcing steel rebar manufacturers shall comply with the National Transportation Product Evaluation Program (NTPEP) Work Plan for Reinforcing Steel (rebar) Manufacturers.

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

> Steel reinforcing bar manufacturers use either English or a Metric size designation while stamping rebar.

9-07.1(2) Bending
The first two sentences of the first paragraph are deleted and replaced with the following two new sentences:

> Steel reinforcing bars shall be cut and bent cold to the shapes shown on the Plans. Fabrication tolerances shall be in accordance with ACI 315.

Section 9-10, Piling

August 1, 2016

9-10.3 Cast-In-Place Concrete Piling
This section is revised to read:

> Reinforcement for cast-in-place concrete piles shall conform to Section 9-07.2.

Section 9-35, Temporary Traffic Control Materials

August 1, 2016

9-35.12 Transportable Attenuator
The second sentence of the first paragraph is revised to read:

> The transportable attenuator shall be mounted on, or attached to, a host vehicle that complies with the manufacturer's recommended weight range.

INTRODUCTION

The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2016 Standard Specifications for Road, Bridge, and Municipal Construction, and the foregoing Amendments to the Standard Specifications.

The said Standard Specifications and Amendments thereto, the WSDOT Standard Plans, and WSDOT Construction Manual, together with the Special Provisions and the attached plans hereinafter contained, covering all work specified under this contract are incorporated and hereby made a part of this contract. The Special Provisions hereinafter contained shall supersede any conflicting provisions of the Standard Specifications and Amendments thereto, the WSDOT Standard Plans, and WSDOT Construction Manual.

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

(date)	General Special Provision
(******)	Notes a revision to a General Special Provision and also notes a Project Specific Special Provision.
(APWA GSP)	American Public Works Association General Special Provision

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

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

The following paragraph pertaining to the Standard Specifications shall obtain and be made a part of this contract:

> Wherever the word "State" or "Contracting Agency" is used it shall mean Lewis County; that wherever the words "Secretary (Secretary of Transportation)" are used they shall mean Lewis County Engineer; that wherever the words "State Treasurer" are used they shall mean Lewis County Treasurer; that wherever the words "State Auditor" are used they shall mean Lewis County Auditor; that wherever the words "Motor Vehicle Fund" are used they shall mean Lewis County Road Fund.

SPECIAL PROVISIONS

DIVISION 1
GENERAL REQUIREMENTS

1-01, DESCRIPTION OF WORK

(March 13, 1995)

This contract provides for the improvement of ***1.72 miles of Highway 603 in Lewis County by widening and reconstructing roadway, crushed surfacing base and top course, hot mix asphalt overlays, shoulder finishing, placing pavement markers, installing flexible guide posts, traffic control, constructing culverts, placing guardrail,*** and other related work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01.3 Definitions

(January 4, 2016 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, Amendments, 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.

1-02, BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder
(January 24, 2011 APWA GSP)

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

1-02.2 Plans and Specifications
(******)

The first paragraph of section 1-02.2 is revised to read:

Copies of the plans and specifications are on file in the office of:

Lewis County Public Works Department
2025 N.E. Kresky Avenue
Chehalis, Washington 98532
(360) 740-2612

The second paragraph of section 1-02.2 is revised to read:

Prospective bidders may obtain plans and specifications from Lewis County Public Works Department in Chehalis, Washington or download from Lewis County Website at www.lewiscountywa.gov.

1-02.6 Preparation Of Proposal
The fourth paragraph of Section 1-02.6 is revised to read:

(May 7, 2012)
The Bidder shall submit with the Bid a completed Disadvantaged Business Enterprise (DBE) Utilization Certification, when required by the Special Provisions. For each and every DBE firm listed on the Bidder's completed Disadvantaged Business Enterprise Utilization Certification, the Bidder shall submit written confirmation from that DBE firm that the DBE is in agreement with the DBE participation commitment that the Bidder has made in the Bidder's completed Disadvantaged Business Enterprise Utilization Certification. WSDOT Form 422 031 EF (Disadvantaged Business Enterprise Written Confirmation Document) is to be used for this purpose.

Bidder must submit good faith effort documentation only in the event the bidder's efforts to solicit sufficient DBE participation have been unsuccessful. Directions for delivery of the Disadvantaged Business Enterprise Written Confirmation Documents and Disadvantaged Business Enterprise Good Faith Effort documentation are included in Sections 1-02.9.

1-02.9 Delivery of Proposal
(August 15, 2016 APWA GSP, Option A)

Delete this section and replace it with the following:

Each proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the 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.

If the project has FHWA funding and requires DBE Written Confirmation Document(s) or Good Faith Effort (GFE) Documentation, then to be considered responsive, the Bidder shall submit written Confirmation Documentation from each DBE firm listed on the Bidder's completed DBE Utilization Certification, form 272-056 EF, as required by Section 1-02.6. The DBE Written Confirmation Document(s) and/or GFE (if any) shall be received either with the Bid Proposal or as a Supplement to the Bid. The document(s) shall be received **no later than 24 hours** (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

If submitted after the Bid Proposal is due, the document(s) must be submitted in a sealed envelope labeled the same as for the Proposal, with "DBE 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.

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 DBE confirmations or GFE documentation proposal that is received after the time specified above, or received in a location other than that specified in the Call for Bids.

1-02.12 Public Opening Of Proposal

(******)

Section 1-02.12 is supplemented with the following:

Date and Time of Bid Opening

The Board of County Commissioners of Lewis County or designee, will open sealed proposals and publicly read them aloud on or after 11:15 a.m. on **January 31, 2017**, at the Lewis County Courthouse, Chehalis, Washington, for the Highway 603 Stabilization Project, CRP 2144, Federal Aid Project No. STPR-G211(001).

SEALED BIDS MUST BE DELIVERED BY OR BEFORE
11:00 A.M. on Tuesday, Janaury 31, 2017

(Lewis County official time is displayed on Axxess Intertel phones in the office of the Board of County Commissioners. **Bids submitted after 11:00 AM will not be considered for this project**.)

Delivery and Marking of Sealed Bid Proposals

Sealed proposals must be delivered to the Clerk of the Board of Lewis County Commissioners (351 N.W. North Street, Room 210, CMS-01, Chehalis, Washington 98532) by or before **11:00 a.m.** on the date specified for opening, and in an envelope clearly marked: ***"SEALED BID FOR THE HIGHWAY 603 STABILIZATION PROJECT, CRP 2144, FEDERAL AID PROJECT NO. STPR-G211(001), TO BE OPENED ON OR AFTER 11:15 A.M. ON JANUARY 31, 2017.***

1-02.13 Irregular Proposals

(January 4, 2016 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 authorized proposal form furnished by the Contracting Agency is not used or is altered;
   c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
   d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
   e. A price per unit cannot be determined from the Bid Proposal;
   f. The Proposal form is not properly executed;
   g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
   h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;

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

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

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

l. More than one proposal is submitted for the same project from a Bidder under the same or different names.

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. Receipt of Addenda is not acknowledged;
   d. 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); or
   e. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

(March 8, 2013 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 the following Supplemental Criteria:

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 shall not be listed on the Washington State Department of Revenue's "Delinquent Taxpayer List" website: http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx , or if they are so listed, they 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. **Prevailing Wages**

A Criterion: The Bidder shall not have a record of prevailing wage violations as determined by WA Labor & Industries in the five years prior to the bid submittal date, that demonstrates a pattern of failing to pay workers prevailing wages, 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 all prevailing wage violations in the five years prior to the bid submittal date, along with an explanation of each violation and how it was resolved. The Contracting Agency will evaluate these explanations and the resolution of each complaint to determine whether the violation demonstrate a pattern of failing to pay its workers prevailing wages as required.

5. **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.

6. **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.

7. **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. .

8. **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 of terms of construction related contracts

As evidence that the Bidder meets the mandatory and supplemental responsibility criteria stated above, the apparent two lowest Bidders 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 all of the mandatory and supplemental criteria together with supporting documentation including but not limited to that detailed above (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all mandatory and supplemental responsibility criteria. The Contracting Agency reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess Bidder responsibility. The 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 (but is not required to) 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.

1-02.15 Pre Award Information

(August 14, 2013 APWA GSP)

Revise this section to read:

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

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

1-03, AWARD AND EXECUTION OF CONTRACT

1-03.3 Execution of Contract

(October 1, 2005 APWA GSP)

Revise this section to read:

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

Within 15 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

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

1-05, CONTROL OF WORK

(March 13, 1995)

1-05.7 Removal Of Defective And unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

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

1-05.13 Superintendents, Labor and Equipment of Contractor

(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.14 Cooperation With Other Contractors

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

Other Contracts Or Other Work

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

$$ Utilities and/or Utility Contractors. The contractor's attention is directed to Section 1-07.17 these Special Provisions. Lewis County PUD will be moving poles in coordination with the Contractor. $$

1-05.15 Method of Serving Notices

(March 25, 2009 APWA GSP)
Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project 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 in paper format, hand delivered or sent via mail delivery service to the Project 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.

1-06, CONTROL OF MATERIAL

Buy America

Section 1-06 is supplemented with the following:

(August 6, 2012)

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

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

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

Manufacturing begins with the initial melting and mixing, and continues through the coating stage. Any process which modifies the chemical content, the physical size or shape, or the final finish is considered a manufacturing process. The processes include rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The action of applying a coating to steel or iron is

deemed a manufacturing process. Coating includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that protects or enhances the value of steel or iron. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron.

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

The following are considered to be steel manufacturing processes:

1. Production of steel by any of the following processes:

    a. Open hearth furnace.

    b. Basic oxygen.

    c. Electric furnace.

    d. Direct reduction.

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

3. Fabrication of the products.

    a. Spinning wire into cable or strand.

    b. Corrugating and rolling into culverts.

    c. Shop fabrication.

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

1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

The Contractor shall maintain at the project site office, or other well known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or

doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

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

1-07.2 State Taxes

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

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

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

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

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the

construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

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

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

1-07.2(3) Services

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

1-07.3 Forest Protection and Merchantable Timber Requirements

Section 1-07.3 is supplemented with the following:

1-07.3(2) Merchantable Timber Requirements

Section 1-07.3(2) is supplemented with the following:

(April 7, 2008)
This project contains merchantable timber.

Export Restrictions - DOT Form 410-100, Purchaser Certification for Export Restricted Timber, is included with the contract for the Contractor to fill out for execution. The form shall be completed and signed by the Contractor. The Contractor shall send the original signed form and one copy of the signed form directly to the Washington State Department of Revenue at the address on the form. The Contractor shall send one signed copy along with the other documents required by Section 1-03.3 to the Contracting Agency with the executed contract.

State Tax Requirements - It shall be the Contractor's responsibility to pay to the State Department of Revenue all taxes on harvested timber.

1-07.5 Environmental Regulations

Section 1-07.5 is supplemented with the following:

(August 3, 2009)
Environmental Commitments
The following Provisions summarize the requirements, in addition to those required elsewhere in the Contract, imposed upon the Contracting Agency by the various documents referenced in the Special Provision PERMITS AND LICENSES. Throughout the work, the Contractor shall comply with the following requirements:

General

The Contractor shall ensure that the Project Manager representing the Prime Contractor and all Subcontractors has read and understands this Special Provision. Prior to commencing any work on site, the Contractor shall provide the Engineer with a signed statement from the Project Manager stating that the Project Manager has read, understands and will abide by the conditions of this Special Provision.

Wetlands and Water Quality

The following restrictions and requirements pertain to work throughout the project limits:

(August 3, 2009)

During any operation involving saw cutting of concrete, all water generated by the cutting operation shall be controlled and contained, to be disposed of on land with no possibility of entry to waters of the State, including wetlands.

(August 3, 2009)

No Contractor staging areas will be allowed within *** 50 *** feet of any waters of the State including wetlands. Refueling or storage of hazardous substances shall occur at least 200 feet away from any waters of the State including wetlands. All staging, stockpile and refueling areas shall be within the limits of the Area of Potential Effect depicted on the TESC Plans.

(August 3, 2009)

Payment

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

1-07.6 Permits and Licenses

Section 1-07.6 is supplemented with the following:

(September 20, 2010)

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. All contacts with the permitting agency concerning the below-listed permit(s) shall be through the Engineer. 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. Copies of these permits are required to be onsite at all times.

Permit, Approval, Certification or Concurrence	**Permitting Agency**
National Environmental Policy Act (NEPA) Concurrence	Federal Highway Administration (FHWA)
Section 404 Nationwide Permit 14	US Army Corps of Engineers (USACE)
Section 106 Concurrence	Department of Archaeology and Historic Preservation (DAHP)
Section 401 Water Quality Certification	Washington Department of Ecology (ECY)
Hydraulic Permit Approval	Washington Department of Fish and Wildlife
State Environmental Policy Act (SEPA) Decision Document	Lewis County Community Development (LCCD)
Floodplain Permit	LCCD

Shoreline Permit	LCCD
Fill and Grade Permit	LCCD
NPDES Costruction Stormwater General Permit Coverage	ECY
Forest Practice Act	Washington Department of Natural Resources

The contractor shall ensure that all permit conditions outlined in the Environmental Commitments spreadsheet are complied with.

1-07.7 Load Limits

Section 1-07.7 is supplemented with the following:

(******)

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

Any vehicle providing material paid for by the ton, on the project, will provide licensed tonnage for that vehicle.

1-07.9 Wages

General

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

(January 8, 2016)

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. WA160001.

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

(April 2, 2007)

Application of Wage Rates for the Occupation of Landscape Construction

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

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

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

Laborers with the occupation description, Landscaping or Planting, or

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

If Federal wage rates include one or more rates specified as applicable to landscaping work, then Federal wage rates for all occupation descriptions, specific or general, must be

considered and compared with corresponding State wage rates. The higher wage rate, either State or Federal, becomes the minimum wage rate for the work performed in that occupation.

Contractors are responsible for determining the appropriate crafts necessary to perform the contract work. If a classification considered necessary for performance of the work is missing from the Federal Wage Determination applicable to the contract, the Contractor shall initiate a request for approval of a proposed wage and benefit rate. The Contractor shall prepare and submit Standard Form 1444, Request for Authorization of Additional Classification and Wage Rate available at http://www.wdol.gov/docs/sf1444.pdf , and submit the completed form to the Project Engineer's office. The presence of a classification wage on the Washington State Prevailing Wage Rates For Public Works Contracts does not exempt the use of form 1444 for the purpose of determining a federal classification wage rate.

1-07.11 Requirements For Nondiscrimination

Section 1-07.11 is supplemented with the following:

(August 5, 2013)

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

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	Goal
Until further notice	6.9%

Minorities - by Standard Metropolitan Statistical Area (SMSA)

Spokane, WA:

SMSA Counties:

Spokane, WA 2.8

WA Spokane.

Non-SMSA Counties 3.0

WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln, WA Pend Oreille; WA Stevens; WA Whitman.

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 time tables is enforced by the Office of Federal Contract compliance Programs.

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

3. The Contractor shall provide written notification to the 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

Additional information may be found at the U.S. Department of Labor website:
http://www.dol.gov/ofccp/TAguides/ctaguide.htm

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

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

1. As used in these specifications:

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

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

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

    d. Minority includes:

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

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

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

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

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

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and

timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith effort to achieve the Plan goals and timetables.

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

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

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

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

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

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

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

16. 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 Equal Opportunity
    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

1-07.11 Requirements for Nondiscrimination

(August 15, 2016 APWA GSP, Option B)

Supplement this section with the following:

Disadvantaged Business Enterprise Condition of Award Participation

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract. Demonstrating compliance with these Specifications is a Condition of Award (COA) of this Contract. Failure to comply with the requirements of this Specification may result in your Bid being found to be nonresponsive resulting in rejection or other sanctions as provided by Contract.

DBE 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.

Disadvantaged Business Enterprise (DBE) – A business firm certified by the Washington State Office of Minority and Women's Business Enterprises, as meeting the criteria outlined in 49 CFR 26 regarding DBE certification.

Commercially Useful Function (CUF)

49 CFR 26.55(c)(1) defines commercially useful function as: "*A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE 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 actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.*"

Contract

Per 49 CFR 26, a contract is a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For purposes of this part, a lease is considered to be a contract.

DBE Commitment – The dollar amount the Contractor indicates they will be subcontracting to be applied towards the DBE Condition of Award Goal as shown on the DBE Utilization Certification Form, and in the Bid Item breakdown for each DBE Subcontractor. This DBE Commitment amount will be incorporated into the Contract and shall be considered a Contract requirement. Any changes to the DBE Commitment shall require Engineer's approval.

DBE Condition of Award (COA) Goal – An assigned numerical percentage of the Bid amount of the Contract. This is the minimum amount that the Bidder must commit to by

submission of the Utilization Certification Form and/or by Good Faith Effort (GFE). The DBE COA Goal will also be applied to change orders associated with this Contract.

DBE Directory of Certified Firms – A publication listing all Minority, Women, and Disadvantaged Business Enterprises currently certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). The on-line Directory is available to contractors for their use in identifying and soliciting interest from DBE firms whose participation on a contract may be counted toward achievement of the assigned DBE COA Goal, except in cases where the firm's certification is temporarily suspended (refer to OMWBE's Suspension List at the Directory webpage).

Description of Work – Specific descriptions of work that the DBE is certified to perform, as identified in the OMWBE Directory of Certified Firms, under the DBE's profile page.

Good Faith Efforts – Efforts to achieve the DBE COA 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 (DBE) – A DBE 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 DBE 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.

Regular Dealer (DBE) – A DBE 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 DBE firm shall engage 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 keep such products in stock if it owns or operates distribution equipment. Brokers, manufacturers' representatives, packagers or other persons who arrange or expedite transactions shall not be regarded as Regular Dealers within the meaning of this definition.

DBE COA Goal

The Contracting Agency has established a COA Contract Goal in the amount of:
*** $$**9%**$$ ***

DBE Eligibility/Selection of DBEs

A Directory of Certified Firms is available at the OMWBE web site. A description of specific items of work that a DBE is certified to perform is shown in the directory on the DBE's profile page. DBE firms whose certification is temporarily suspended will not be considered for purposes of meeting a COA DBE goal on new contracts.

Crediting DBE Participation

Subcontractors proposed as COA must be certified prior to the due date for bids on the Contract. All non-COA DBE Subcontractors shall be certified before the subcontract on which it is participating is executed.

DBE participation cannot be counted toward the Contractor's contract goal if the DBE firm's certification is temporarily suspended (based on the date the Notice of Suspension was issued).

DBE participation cannot be counted until the amount being counted has actually been paid to the DBE (and the DBE performed a CUF).

The following are some examples of what may be counted as DBE participation. In all cases the DBE must be certified for the work being considered and must be capable of performing a CUF during the execution of the Work.

DBE Prime Contractor

A DBE Contractor may 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 DBE performs with its own forces.

DBE Subcontractor

Only that portion of the total dollar value of the subcontract equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces. Include the cost of supplies and materials obtained by the DBE for its work on the contract, and equipment leased by the DBE.

DBEs may lease equipment from non-DBE firms (except from the prime contractor or its affiliates). DBE credit will not be given in instances where the equipment lease includes the operator. The DBE is expected to operate the equipment used in the performance of its work under the contract, with its own forces. Formal lease agreements are required and should be on a long-term basis. Equipment leased by the DBE on an ad-hoc basis requires contracting agency approval. Situations where equipment is leased and used by the DBE, but payment is deducted from the Contractor's payment to the DBE is not allowed.

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

If a DBE subcontracts a portion of the Work of its contract to another firm, the value of the subcontracted Work may be counted toward the DBE COA Goal only if the DBE's Lower-Tier Subcontractor is also a DBE. Work subcontracted to a non-DBE does not count towards the DBE COA Goal.

Count expenditures toward DBE COA Goal only if the DBE is performing a commercially useful function (CUF) on that contract.

DBE 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 DBE. The subcontract agreement shall incorporate requirements of the primary Contract. Subcontract agreements of all tiers, including lease agreements shall be readily available at the project site for the Engineer review.

DBE Broker/Packager

The value of fees or commissions charged by a DBE Broker or a DBE behaving in a manner of a Broker 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 towards meeting the DBE COA Goal if the fee/commission is determined to be reasonable, and the firm is determined to be performing a CUF.

Force Account Work

When the Contractor elects to utilize force account Work to meet the DBE COA Goal, as demonstrated by listing this force account Work on the DBE Utilization Certification Form, for the purposes of meeting DBE COA Goal, only 50% of the Proposal amount shall be credited toward the Contractors Commitment to meet the DBE COA Goal.

One hundred percent of the actual amounts paid to the DBE for the force account Work shall be credited towards DBE COA Goal.

Flagging

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

If the DBE firm is being utilized in the capacity of "Traffic Control Services", the DBE 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. If the DBE firm utilizes the Contractor's equipment, such as Transportable Attenuators and Portable Changeable Message Signs (PCMS) no DBE credit can be taken for supplying and operating the items.

Trucking

The DBE trucking firm must own and operate at least one licensed, insured and operational truck on the contract. The DBE receives credit for the value of the transportation services it provides on the Contract using trucks it owns, licenses, insures, and operates with drivers it employs.

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

The DBE may lease trucks from a non-DBE truck leasing company, but can only receive DBE credit for the value of the hauling services if the DBE uses its own employees as drivers.

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

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

DBE participation of trucking firms can only be applied to the value of the hauling services, not for the materials being hauled (unless the trucking firm is also certified as a supplier). In situations where the DBE's work is priced per ton, the value of hauling must be calculated separately from the value of the materials in order to determine DBE credit for hauling.

DBE Manufacturer and DBE Regular Dealer

If materials or supplies are obtained from a DBE Manufacturer, 100 percent of the cost of materials or supplies can count toward the DBE COA Goal. The DBE Manufacturer shall be certified as such by OMWBE.

Sixty percent (60%) of the cost of materials or supplies purchased from a DBE Regular Dealer may be credited toward meeting the DBE COA Goal. If the role of the DBE Regular Dealer is determined to be that of a pass-through, then no DBE credit will be given for its services. Regular Dealer status and the amount of credit is determined on a Contract-by-Contract basis.

A firm wishing to be approved as a Regular Dealer for a specific project must submit a request in writing to WSDOT for approval, no later than ten working days prior to Bid opening. The Approved Regular Dealers List is published on WSDOT's Office of Equal Opportunity (OEO) web site.

Purchase of materials or supplies from a DBE 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 toward DBE COA Goal, provided the fees are not excessive as compared with fees customarily allowed for similar services. The cost of the materials and supplies themselves cannot be counted toward DBE COA Goal.

Note: Requests to be listed as a Regular Dealer will only be processed if the requesting firm is certified by the Office of Minority and Women's Business Enterprises in a NAICS code that fall within the 42XXXX NAICS Wholesale code section.

Disadvantaged Business Enterprise Utilization Certification FORM # 272-056 EF

To be eligible for award of the Contract, the Bidder shall properly complete and submit a Disadvantaged Business Enterprise Utilization Certification with the Bidder's sealed Bid Proposal, as specified in Section 1-02.9 Delivery of Proposal. The Bidder's Disadvantaged Business Enterprise Utilization Certification must clearly demonstrate how the Bidder intends to meet the DBE COA Goal. A Disadvantaged Business Enterprise Utilization Certification (WSDOT Form 272-056 EF) is included in your Proposal package for this purpose as well as instructions on how to properly fill out the form.

The Bidder is advised that the items listed below when listed in the Utilization Certification must have their amounts reduced to the percentages shown and those reduced amounts will be the amount applied towards meeting the DBE COA Goal.

- Force account at 50%
- Regular dealer at 60%

In the event of arithmetic errors in completing the Disadvantaged Business Enterprise Utilization Certification the amount listed to be applied towards the DBE COA Goal for each DBE shall govern and the DBE total amount shall be adjusted accordingly.

Note: The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal submitted that does not contain a Disadvantaged Business

Enterprise Utilization Certification Form that accurately demonstrates how the Bidder intends to meet the DBE COA Goal.

Disadvantaged Business Enterprise Written Confirmation Document(s) FORM # 422-031 EF

The Bidder shall submit a Disadvantaged Business Enterprise Written Confirmation Document (completed and signed by the DBE) for each DBE firm listed in the Bidder's completed Disadvantaged Business Enterprise Utilization Certification submitted with the Bid. Failure to do so will result in the associated participation being disallowed, which may cause the Bid to be determined to be nonresponsive resulting in Bid rejection.

The Confirmation Documents provide confirmation from the DBEs that they are participating in the Contract as provided in the Contractor's Commitment. The Confirmation Documents must be consistent with the Utilization Certification.

A Disadvantaged Business Enterprise Written Confirmation Document (form No. 422-031 EF) is included in your Proposal package for this purpose.

The form(s) shall be received as specified in the special provisions for Section 1-02.9 Delivery of Proposal.

It is prohibited for the Bidder to require a DBE to submit a Written Confirmation Document with any part of the form left blank. Should the Contracting Agency determine that a Written Confirmation Document was signed by a DBE that was not complete; the validity of the document comes into question and the associated DBE participation may not receive credit.

Selection of Successful Bidder/Good Faith Efforts (GFE)

The successful Bidder shall be selected on the basis of having submitted the lowest responsive Bid, which demonstrates a good faith effort to achieve the DBE COA Goal. The contracting agency, at any time during the selection process, may request a breakdown of the bid items and amounts that are counted towards the overall contract goal for any of the DBE's listed on the DBE Utilization Certification.

Achieving the DBE COA Goal may be accomplished in one of two ways, as follows:

1. <u>By meeting the DBE COA Goal</u>
   The best indication of GFE is to document, through submission of the Disadvantaged Business Enterprise Utilization Certification and supporting Disadvantaged Business Enterprise Written Confirmation Document(s) that the Bidder has obtained enough DBE participation to meet or exceed the assigned DBE COA Goal. That being the case, no additional GFE documentation is required. Or;

2. <u>By documentation that the Bidder made adequate GFE to meet the DBE COA Goal</u>
   The Bidder may demonstrate a GFE in whole or part through GFE documentation ONLY IN THE EVENT a Bidder's efforts to solicit sufficient DBE participation have been unsuccessful. In this case, the Bidder must supply GFE documentation in addition to the Disadvantaged Business Enterprise Utilization Certification, and supporting Disadvantaged Business Enterprise (DBE) Written Confirmation Document(s).

Note: In the case where the Bidder was awarded the contract based on demonstrating adequate GFE the advertised DBE COA Goal will not be reduced to the Bidder's partial commitment. Further, the Bidder shall demonstrate a GFE during the life of the Contract to attain the DBE COA Goal as assigned to the project.

GFE documentation shall be received, as specified in the special provisions for Section 1-02.9 Delivery of Proposal.

Based upon all the relevant documentation submitted in Bid or as a supplement to Bid, the Contracting Agency shall determine whether the Bidder has demonstrated sufficient GFE to achieve DBE participation. The Contracting Agency will make a fair and reasonable judgment of whether a Bidder that did not meet the DBE COA Goal through participation, made adequate good faith efforts as demonstrated by the GFE documentation.

Good Faith Effort (GFE) Documentation

GFE is evaluated when determining award of a prime contract that has an assigned DBE goal; when a COA DBE is terminated and substitution is required; and post award when determining whether the Contractor has satisfied its DBE commitments.

The following is a list of types of actions, which would be considered as part of the Bidder's GFE to achieve DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases. Responding to all GFE listed in 49 CFR Part 26, Appendix A does not, in itself, demonstrate adequate good faith efforts.

1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the Work of the Contract. The Bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

2. Selecting portions of the Work to be performed by DBEs in order to increase the likelihood that the DBE COA Goal will be achieved. This includes, where appropriate, breaking out contract Work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these Work items with its own forces.

3. Providing interested DBEs 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. Negotiating in good faith with interested DBEs. It is the Bidder's responsibility to make a portion of the Work available to DBE subcontractors and suppliers and to select those portions of the Work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; 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 DBEs to perform the Work.

b. A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as the DBE COA Goal into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's failure to meet the DBE COA Goal, as long as 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 Bidder of the responsibility to make Good Faith Efforts. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

4. Not rejecting DBEs 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 DBE COA Goal.

5. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

6. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

7. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

8. Documentation of GFE must include copies of each DBE and non-DBE subcontractor quotes submitted to the Bidder when a non-DBE subcontractor is selected over a DBE for Work on the Contract. (ref. updated DBE regulations – 26.53(b)(2)(vi) & App. A)

Administrative Reconsideration of GFE Documentation

Any Bidder has the right to reconsideration but only for the purpose of reassessing the GFE documentation that was originally submitted with their Bid, and determined to be inadequate.

- The Bidder must request within 48 hours of GFE determination and schedule a reconsideration hearing within seven calendar days of notification of being nonresponsive or forfeit the right to reconsideration.

- The reconsideration decision on the adequacy of the Bidder's GFE documentation shall be made by an official who did not take part in the original determination.

- Only the GFE documentation submitted and evaluated to meeting the required DBE COA Goal shall be considered. Bidder shall not introduce new documentation at the reconsideration hearing.

- The Bidder shall have the opportunity to meet in person with the official for the purpose of setting forth the Bidder's position as to why the GFE documentation demonstrates a sufficient effort.

- The reconsideration official shall provide the Bidder with a written decision on reconsideration within five working days of the hearing explaining the basis for their finding.

Procedures between Award and Execution

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

1. Additional information for all successful DBEs as shown on the Disadvantaged Business Enterprise Utilization Certification:

   a. Correct business name, federal employee identification number (if available), and mailing address.

   b. List of all Bid items (with a clear description of the Work to be performed) assigned to each successful DBE, including the dollar value.

   c. Description of partial items (if any) to be sublet to each successful DBE specifying the Work committed under each item to be performed and including the dollar value of the DBE portion.

   d. Total amounts shown for each DBE shall match the amount shown on the Disadvantaged Business Enterprise Utilization Certification. A breakdown that does not conform to the Disadvantaged Business Enterprise Utilization Certification or that demonstrates a different amount of DBE participation than that included in the Disadvantaged Business Enterprise Utilization Certification will be returned for correction.

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

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

Procedures after Execution

Commercially Useful Function (CUF)

The Contractor may only take credit for the payments made for Work performed by a DBE that is determined to be performing a CUF. This applies to all DBEs performing Work on a project, whether or not the DBEs are COA, if the Contractor wants to receive credit for their participation. The Engineer will conduct CUF reviews to ascertain whether DBEs are performing a CUF. A DBE performs a CUF when it is carrying out its responsibilities of its contract by actually performing, managing, and supervising the Work involved. The DBE must be responsible for negotiating price; determining quality and quantity; ordering the material and installing (where applicable); and paying for the material itself. If a DBE 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 DBE COA Goal. Leasing of equipment from a leasing company is allowed. However,

leasing/purchasing equipment from the Contractor is not allowed. Lease agreements shall be readily available for review by the Engineer.

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

The DBE 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 in order to obtain the appearance of DBE participation.

The Engineer will use the following factors in determining whether a DBE trucking company is performing a CUF:

- The DBE shall be responsible for the management and supervision of the entire trucking operation. The owner demonstrates business related knowledge, shows up on site and is active in running the business.

- The DBE finances are independently controlled by the DBE.

- The DBE shall with its own workforce, operate at least one fully licensed, insured, and operational truck used on the Contract. Employees are shown exclusively on the DBE payroll.

- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

- Lease agreements for trucks shall indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others provided it is with the consent of the DBE and the lease provides the DBE absolute priority for use of the leased truck.

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

- Leased trucks shall be driven by DBE employees included in the DBE's payroll.

The DBE may lease trucks from another DBE including a DBE owner-operator. The DBE who leases trucks from another DBE shall claim participation for the total value of the transportation services the lessee DBE provides on the Contract.

Joint Checking

A joint check is a two-party check between a DBE, a prime contractor and the supplier of material/supplies. The check is issued by the Contractor as payor to the DBE Subcontractor and the material supplier jointly (to guarantee payment to the supplier) for items to be incorporated into the project. The DBE must release the check to the supplier, while the Contractor acts solely as the guarantor.

A joint check agreement signed by all parties involved must be requested using the DBE Joint Check Request Form (# 272-053). The Joint Check Request Form and the Joint Check Agreement Form must be submitted and approved by the Engineer prior to its use.

The approval to use joint checks and the use will be closely monitored by the Engineer. To receive DBE credit for performing a CUF with respect to obtaining materials and supplies, a DBE must "be responsible for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself."

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 DBE involved, no DBE credit will be given for the DBE's participation as it relates to the material cost.

Prompt Payment

Refer to Section 1-08.1 for Prompt Payment requirements associated with this contract.

Reporting

All certified DBE Work whether COA or race neutral participation is reported. The Contractor shall submit a Monthly Report of Amounts Credited as DBE Participation (form #422-103) to the Project Engineer each month, regardless of whether payments were made or Work occurred, between Execution of the Contract and the final amounts paid to DBE contractor or Completion of the Contract. In the event that the payments to a DBE contractor have been made by an entity other than the Contractor, as in the case of a lower-tier Subcontractor or supplier, then the Contractor shall obtain evidence of payments from the paying entity and report these payments to the Engineer as described above on form #422-103. The monthly report is due 20 calendar days following the end of the month.

Changes in COA Work Committed to DBE

The Contractor shall utilize the COA DBEs to perform the work and supply the materials for which each is committed unless approved by the Engineer. The Contractor shall not be entitled to any payment for work or material completed by the Contractor or subcontractors that was committed to be completed by the COA DBEs.

Owner Initiated Changes

The Engineer will consider the impact on DBE participation in instances where the Engineer changes Work that was committed to a DBE at the time of Contract Award. In such instances, the Contractor shall not be required to substitute for the Work but is encouraged to do so. The Engineer may direct DBE participation or solicitation of DBEs as part of a change order.

Contractor-Initiated Changes

The Contractor cannot reduce the amount of work of a COA DBE without good cause, even if the Contractor continues to meet the DBE COA Commitment through other means. Reducing a COA DBE's Commitment is viewed as a partial DBE termination, subject to the procedures below.

Original Quantity Underruns
In the event that Work committed to a DBE firm as part of the COA underruns the original planned quantities the Contractor is encouraged to substitute the remaining applicable Work to another DBE but is not required to do so.

Contractor Proposed DBE Substitutions
Requests to substitute a COA DBE must be for good cause (see DBE termination process below), and requires the written approval of the Engineer. After receiving a termination with good cause approval, the Contractor may only replace a DBE with another certified DBE. When any changes encountered between Contract Award and Execution that result in a substitution of COA DBE, the substitute DBE shall be certified prior to the due date for bids on the Contract.

DBE Termination
Termination of a COA DBE (or an approved substitute DBE) is only allowed in whole or in part with prior written approval of the Engineer. If the Contractor terminates a COA DBE without the written approval of the Engineer, the Contractor shall not be entitled to any payment for work or material performed/supplied by the COA DBE.

The Contractor must have good cause to terminate a COA DBE.

Good cause typically includes situations where the DBE Subcontractor is unable or unwilling to perform the work of its subcontract. Good cause may exist if:

- The DBE fails or refuses to execute a written contract.
- The DBE fails or refuses to perform the Work of its subcontract in a way consistent with normal industry standards.
- The DBE fails or refuses to meet the Contractor's reasonable nondiscriminatory bond requirements.
- The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness.
- The DBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal law or applicable State law.
- The DBE voluntarily withdraws from the project, and provides written notice of its withdrawal.
- The DBE's work is deemed unsatisfactory by the Engineer and not in compliance with the contract.
- The DBE's owner dies or becomes disabled with the result that the DBE is unable to complete its Work on the contract.

Good cause does not exist if:

- The Contractor seeks to terminate a COA DBE so that the Contractor can self-perform the Work.

- The Contractor seeks to terminate a COA DBE so the Contractor can substitute another DBE contractor or non-DBE contractor after Contract Award.

- The failure or refusal of the COA DBE to perform its Work on the subcontract results from the bad faith or discriminatory action of the Contractor (e.g., the failure of the Contractor to make timely payments or the unnecessary placing of obstacles in the path of the DBE's Work).

Prior to requesting termination, the Contractor shall give notice in writing to the DBE with a copy to the Engineer of its intent to request to terminate DBE Work and the reasons for doing so. The DBE shall have five (5) working days to respond to the Contractor's notice. The DBE's response shall either support the termination or advise the Engineer and the Contractor of the reasons it objects to the termination of its subcontract.

When a COA DBE is terminated, or fails to complete its work on the contract for any reason, the Contractor shall substitute with another DBE, substitute other DBE participation or provide documentation of GFE. A plan to achieve the COA DBE Commitment shall be submitted to the Engineer within 2 working days of the approval of termination or the Contract shall be suspended until such time the substitution plan is submitted.

Decertification/Graduation

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

Consequences of Non-Compliance

Breach of Contract

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

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

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the Contractor from future bidding as non-responsible.

Notice

If the Contractor or any Subcontractor, Consultant, Regular Dealer, or service provider is deemed to be in non-compliance, the Contractor will be informed in writing, by certified

mail by the Engineer that sanctions will be imposed for failure to meet the DBE COA Commitment and/or submit documentation of good faith efforts. The notice will state the specific sanctions to be imposed which may include impacting a Contractor or other entity's ability to participate in future contracts.

Sanctions

If it is determined that the Contractor's failure to meet all or part of the DBE COA Commitment is due to the Contractor's inadequate good faith efforts throughout the life of the Contract, including failure to submit timely, required Good Faith Efforts information and documentation, the Contractor may be required to pay DBE penalty equal to the amount of the unmet Commitment, in addition to the sanctions outlined in Section 1-07.11(5).

Payment

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

1-07.12 Federal Agency Inspection

Section 1-07.12 is supplemented with the following:

(January 25, 2016)

Required Federal Aid Provisions

The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273) Revised May 1, 2012 and the amendments thereto supersede any conflicting provisions of the Standard Specifications and are made a part of this Contract; provided, however, that if any of the provisions of FHWA 1273, as amended, are less restrictive than Washington State Law, then the Washington State Law shall prevail.

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

1-07.15, Temporary Water Pollution/Erosion Control

1-07.15(1) Spill Prevention, Control and Countermeasures Plan

Section 1-07.15(1) is supplemented with the following:

(August 3, 2009)

The Contractor shall address the following items in the SPCC Plan in addition to the requirements of Section 1-07.15(1):

Mixing, Transfers, & Storage

1. All oil, fuel or chemical storage tanks or containers shall be diked and located on impervious surfaces so as to prevent spill from escaping.

2. All liquid products shall be stored and mixed on impervious surfaces in a secure water tight environment and provide containment to handle the maximum volume of liquid products on site at any given time.

3. Proper security shall be maintained to prevent vandalism.

4. Drip pans or other protective devices shall be required for all transfer operations.

Spills

Paint and solvent spills shall be treated as oil spills and shall be prevented from reaching storm drains or other discharges. No cleaning solvents or chemicals used for tool or equipment cleaning may be discharged to the ground or water.

Maintenance of Equipment

Fuel hoses, oil drums, oil or fuel transfer valves and fittings, etc, shall be checked regularly for drips or leaks and shall be maintained and stored properly to prevent spills into State waters.

Disposal

Spilled waste, chemicals or petroleum products shall be transported off site for disposal at a facility approved by the Department of Ecology. The materials shall not be discharged to any sanitary sewer without approval of the local sewer authority.

Reporting and Cleanup

The Contractor's designated person for managing and implementing the SPCC Plan shall report hazardous material spills as follows:

Spills into State water (including ponds, ditches, seasonally dry streams, and wetlands) – Immediately call all of the following:

National Response Center	1-800-424-8802
WA State Div. of Emergency Management (24 hr)	1-800-258-5990
Ecology Southwest Regional Office	(360) 407-6300

Spill to Soil (Including encounters of pre-existing contamination):

Ecology Southwest Regional Office	(360) 407-6300

Report immediately if threatening to health or environment (i.e., explosive, flammable, toxic vapors, shallow groundwater, nearby creek), otherwise within 90 days

1-07.17 Utilities And Similar Facilities

(April 2, 2007)

Section 1-07.17 is supplemented with the following:

Locations and dimensions shown in the Plan 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:

Lewis County P.U.D. No. 1
321 NW Pacific

Chehalis, WA 98532
Marvin Keller
Telephone: (360) 748-9261

QWEST Field Engineering
711 Capitol Way south, STE 307
Olympia, WA 98501
Telephone No: (360) 754-5920

Sprint
Fiber Operation West
707 Koontz Road
Chehalis, WA 98532

Comcast Cable
440 Yauger Way SW
Olympia, WA 98502
Telephone: (206) 396-9334

The Contractor shall call the Underground locate service (800-424-5555) two to ten days prior to construction at each project site. The Contractor shall notify the Utility Owner of any utilities that are within two feet of the planned construction. The above list of Utility Owners may not be complete. As per RCW 19.122 it shall be the Contractors responsibility to contact the owners of utilities known or suspected of having services close to the project site.

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance
(January 4, 2016 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.

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

H. 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.

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

1-07.18(2) Additional Insured

All insurance policies, with the exception of 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.

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:

$1,000,000	Each Occurrence
$2,000,000	General Aggregate

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

1-07.18(5)C Workers' Compensation

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

1-07.23, PUBLIC CONVENIENCE AND SAFETY

1-07.23(1) Construction Under Traffic

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

(January 2, 2012)

Work Zone Clear Zone

The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to preexisting conditions or permanent Work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.

During nonworking hours equipment or materials shall not be within the WZCZ unless they are protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be permitted only if the Engineer approves the installation and location.

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

The Contractor's nonessential vehicles and employees private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above.

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

Minimum WZCZ distances are measured from the edge of traveled way and will be determined as follows:

Regulatory Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10 *
40 mph	15
45 to 55 mph	20
60 mph or greater	30

* or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

1-08, PROSECUTION AND PROGRESS

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

Add the following new section:

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

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

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

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

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

Add the following new section:

1-08.0(2) Hours of Work
(December 8, 2014 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 a.m. and 6:00 p.m. 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 3 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.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

1-08.1 Subcontracting
(August 24, 2016 APWA GSP)

Delete the eighth paragraph and replace it with the following:

On all projects funded with federal assistance the Contractor shall submit "Monthly Report of Amounts Credited as DBE Participation" (form 422-103 EF) on a monthly basis, in which DBE Work is accomplished, for every month in which the Contract is active or upon completion of the project, as appropriate. The monthly reports are due on the 20th of the month following the end of the previous month.

Section 1-08.1 is supplemented with the following:

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

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

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

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

1-08.3(2)A Type A Progress Schedule
(March 13, 2012 APWA GSP)

Revise this section to read:

The Contractor shall submit $$ 3 $$ copies of a Type A Progress Schedule no later than one week before 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 used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

Contractor's Weekly Activities
(******)

The Contractor shall submit a weekly schedule to the Engineer. The schedule shall indicate the Contractor's proposed activities for the forthcoming week along with the hours of work. This will permit the Engineer to more effectively provide the contract engineering and inspection for the Contractor's operations.

The written weekly activity schedule shall be submitted to the Engineer or a designated assistant before the end of the last shift on the next to the last working day of the week preceding the indicated activities, or other mutually agreeable time.

If the Contractor proceeds with work not indicated on the weekly activity schedule, or in a sequence differing from that which has been shown on the schedule, the Engineer may require the Contractor to delay unscheduled activities until they are included on a subsequent weekly activity schedule.

Separately, and in addition to the weekly schedule, the Contractor shall submit weekly a summary of project activities to the Engineer. The summary of activities shall include a report of the nature and progress of each of the major activities that were advanced on the project within the previous week.

It shall be sufficiently detailed that a composite history of the project develops. The locations and approximate quantity guardrail and traffic control work shall be reported. Unusual activity, and conditions or events that may affect the course of the project shall also be reported.

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
(July 23, 2015 APWA GSP)

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

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

(******)
The Contractor shall on October 1, not excavate any more roadway than can be paved to finish grade by November 1, without written notice from the Engineer.

1-08.5 Time for Completion
(September 12, 2016 APWA GSP, Option B)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the $$14 $$ calendar day after the Notice to Proceed date. If the Contractor starts work on the project at an earlier date, then contract time shall begin on the first working day when onsite work begins.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor 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 Project Engineer prior to establishing a completion date:
   a. Certified Payrolls (per Section 1-07.9(5)).
   b. Material Acceptance Certification Documents
   c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
   d. Final Contract Voucher Certification
   e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
   f. Property owner releases per Section 1-07.24

(******)
This project shall be physically completed within *** 140 *** working days.

1-08.9 Liquidated Damages
(August 14, 2013 APWA GSP)

Revise the fourth paragraph to read:

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine that the 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, the formula for liquidated damages shown 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 Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

1-09, MEASUREMENT AND PAYMENT

1-09.7 Mobilization
Section 1-09.7 is supplemented with the following:

(******)
The Contracting Agency will provide a temporary staging site during construction of the project. The area to be used shall be staked in the field prior to use. The Contractor shall restore this site to the condition it was found or as directed by the Engineer.

1-09.9 Payments

(March 13, 2012 APWA GSP)

Delete the first four paragraphs and replace them with the following:

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

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

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 payments. 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.

1-09.9(1) Retainage

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

(June 27, 2011)
Vacant

1-09.11 Disputes and Claims

1-09.11(3) Time Limitation and Jurisdiction

(July 23, 2015 APWA GSP)

Revise this section to read*:*

For the convenience of the parties to the Contract it is mutually agreed by the parties that any 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 any 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 36.01.05 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 any such claims or causes of action. It is further mutually agreed by the parties that when any 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 any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-09.13 Claims Resolution

1-09.13(3) Claims $250,000 or Less

(October 1, 2005 APWA GSP)

Delete this Section and replace it with the following:

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

1-09.13(3)A Administration of Arbitration

(July 23, 2015 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 36.01.05 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) Claims in Excess of $250,000

Section 1-09.13(4) is hereby deleted and replaced with the following:

CLAIMS RESOLUTION

(******)

Any dispute arising from the contract shall be processed in accordance with Section 1-04.5 and Sections 1-09.11 through 1-09.13(1) of the Standard Specifications. The provisions of these sections must be complied with in full as a condition precedent to the Contractor's right to seek claims resolution through arbitration or litigation. The Contractor may file with the Engineer a request for binding arbitration; the Engineer's decision regarding that request shall be final and unappealable. Nothing in this paragraph affects or tolls the limitations period as set forth in Section 1-09.11(3) of the Standard Specifications. However, if the Contractor files a lawsuit raising any claim(s) arising from the contract, the parties shall, if the Engineer so directs, submit such claim(s) to binding arbitration, subject to the rights of any party thereto to file with the Lewis County Superior Court motions to dismiss or for summary judgment at any time. In any binding arbitration proceeding, the provisions of subparagraphs (a) and (b) shall apply.

a) Unless the parties otherwise agree, all disputes subject to arbitration shall be heard in a single arbitration hearing, and then only after completion of the contract. The parties shall be bound by Ch. 7.04 RCW generally, and by the arbitration rules hereafter stated, and shall, for purposes of administration of the arbitration, comply where applicable with the 1994 Lewis County Superior Court Mandatory Arbitration Rules (LMAR) sections 1.1(b), 1.3, 2.3, 3.1, 3.2(a) and (b), 5.1, 5.2 (except as referenced to MAR 5.2), 5.3, 6.1, 6.2 (including the referenced MAR 6.2), and 8.6. There shall be one arbitrator, to be chosen by mutual agreement of the parties from the list provided by the Lewis County Superior Court Administrator. If the parties cannot agree on a person to serve as arbitrator, the matter shall be submitted for appointment of an arbitrator under LMAR 2.3. The arbitrator shall determine the scope and extent of discovery, except that the Contractor shall provide and update the information required by Section 1-09.11(2) of the Standard Specifications. Additionally, each party shall file a statement of proof with the other party and the arbitrator at least 20 calendar days before the scheduled arbitration hearing. The statement of proof shall include:

    1. The name, business address and contact telephone number of each witness who will testify at the hearing.

    2. For each witness to be offered as an expert, a statement of the subject matter and a statement of the facts, resource materials (not protected by privilege) and learned treatises upon which the expert is expected to testify and render an opinion(s), synopsis of the basis for such opinion(s), and a resume of the expert detailing his/her qualifications as an expert and pursuant to rendering such opinion(s). A list of documents and other exhibits the party intends to offer in evidence at the arbitration hearing. Either party may request a copy of any document listed, and a copy or description of any other exhibit listed. The party receiving the request shall provide the copies or description within five (5) calendar days. The parties or arbitrator may subpoena parties in accordance with the Superior Court Mandatory Arbitration Rules (MAR) of Washington, Rule 4.3, and witness fees and costs shall be provided for under Rule 6.4, thereof. The arbitrator may permit a party to call a witness or offer a document or other exhibit not included in the statement of proof only upon a showing of good cause.

b) The arbitration hearing shall be conducted at a location within Lewis County, Washington. The extent of application of the Washington Rules of Evidence shall be determined in the exercise of sound discretion of the arbitrator, except that such Rules should be liberally construed in order to promote justice. The parties should stipulate to the admission of evidence when there is no genuine issue as to its relevance or authenticity. The decision of the arbitrator and the specific grounds for the decision shall be in writing. The arbitrator shall use the contract as a basis for its decisions. The County and the Contractor agree to be bound by the decision of the arbitrator, subject to such remedies as are provided in Ch. 7.04 RCW. Judgment upon the award rendered by the arbitrator shall be entered as judgment before the presiding judge of the Superior Court for Lewis County. Each party shall bear its own costs in connection with the arbitration. Each party shall pay one-half of the arbitrator's fees and expenses.

1-10, TEMPORARY TRAFFIC CONTROL

1-10.2 Traffic Control Management

1-10.2(1) General

(December 1, 2008)

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

(January 8, 2016)
Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:

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

Evergreen Safety Council
12545 135th Ave. NE
Kirkland, WA 98034-8709
1-800-521-0778 or
(425) 814-3930

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

1-10.2(2) Traffic Control Plans

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

The Contracting Agency has attached a Traffic Control Plan in Appendix F for temporary traffic control use on this project. Alternating one-way traffic shall be maintained by the Contractor provided Roadway Temporary Traffic Signal as shown in the Contract Plans. All signs required for

this project (as shown on the Traffic Control Plan) shall be the Contractors responsibility to furnish, erect, and maintain. The Contractor shall adopt the Traffic Control Plan in writing to the Engineer or furnish a new plan. The Contractor shall conduct his operations on the roadway in a manner that one-way traffic is maintained at all times, unless otherwise directed by the Engineer.

If determined by the Engineer that additional signing (not shown on the Traffic Control Plan) is needed, it shall be the Contractors responsibility to furnish, erect, and maintain these additional signs at no cost to the Contracting Agency.

1-10.2(3) Conformance to Established Standards

(******)

Section 1-10.2(3) is supplemented with the following:

The latest revision of the WSDOT Manual M54-44 "Work Zone Traffic Control Guidelines" (WZTCG) is hereby made a part of this contract by reference as if contained fully herein.

1-10.4 Measurement

1-10.4(1) Lump Sum Bid for Project (No Unit Items)

Section 1-10.4(1) is supplemented with the following:

(August 2, 2004)

The proposal contains the item "Project Temporary Traffic Control," lump sum. The provisions of Section 1-10.4(1) shall apply.

DIVISION 2
EARTHWORK

2-01, CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description

Section 2-01.1 is supplemented with the following:

(March 13, 1995)

Clearing and grubbing on this project shall be performed within the following limits:

This work consists of conserving Logs with Rootwad Clusters from eleven fir trees 12" diameter at breast height (dbh) and larger that are to be removed/felled as part of this project and transporting them to Lewis County Pleasant Valley Shop @ 111 Pleasant Valley Road, Winlock, WA. These fir trees have been marked with orange paint and pink and black striped flagging. These trees are depicted on the Riparian Buffer Mitigation Plan.

Two trees within the clearing and grubbing limits have been marked with red paint and red ribbon in the field and are to be protected (remain uncut). These trees are depicted on the Riparian Buffer Mitigation Plan.

*** The Right of Way limits and Construction Easements staked in the field by the Engineer prior to bid opening and/or as shown on the Contract Plans. The Contractor will be required to limit all construction operations to within the area staked to be cleared. No equipment will be allowed past the clearing limits unless directed by the Engineer. ***

2-02, REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description

Section 2-02.1 is supplemented with the following:

(March 13, 1995)
This work shall consist of removing miscellaneous traffic items.

2-02.3 Construction Requirements

Section 2-02.3 is supplemented with the following:

(******)

2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters

Make a vertical, full depth saw cut between any existing pavement that is to remain and the portion that is to be removed. Any damage to the vertical cut during construction operation shall be repaired to the satisfaction of the Engineer prior to paving.

Removing Miscellaneous Items

(March 13, 1995)
The following miscellaneous traffic items shall be removed and disposed of:

*** Existing Pipe ***
*** Existing Signs ***
*** Flexible Guide Post ***

2-02.4 Measurement

No specific unit of measurement will apply to the lump sum item of “Removal of Structure and Obstruction”. Traffic signs to be adjusted or moved shall be considered incidental to this bid item. All signs shall remain the property of Lewis County.

2-02.5 Payment

Section 2-02.5 is supplemented with the following:

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

“Removal of Structure and Obstruction”, lump sum.

If pavements, sidewalks, curbs, or gutters lie within an excavation area, their removal will be paid for as part of the quantity removed in excavation.

2-03, ROADWAY EXCAVATION AND EMBANKMENT

(******)

2-03.3 Construction Requirements

(******)

Pavement Grinding

As shown in the Contract Plans, all existing pavement shall be ground. Existing pavement shall be ground small enough to pass a 3-in. sieve, exclusive of gravel or stone retained on these sieves and incorporated back into the project. All grinding of existing pavement shall be considered incidental to "Roadway Excavation Incl. Haul".

2-03.3(7) Disposal Of Surplus Material

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

No waste site has been provided to the Contractor for the disposal of unsuitable and excess excavation material. The Contractor shall make his own arrangement to acquire a site for the disposal of unsuitable and excess excavation material.

The Contractor shall make his own arrangements to acquire a site and obtain all environmental permits required for the disposal of the unsuitable excavation material. The Contracting Agency must approve the waste site prior to it being utilized. Approval cannot be given until the Contracting Agency receives copies of all environmental approvals.

All costs for acquiring a disposal site and for the loading, hauling, and disposal of unsuitable and excess excavation material shall be considered incidental to the project and be included in the unit contract prices for the various items of work therein.

2-03.4 Measurement

Section 2-03.4 is supplemented with the following:

(March 13, 1995)

Only one determination of the original ground elevation will be made on this project. Measurement for roadway excavation and embankment will be based on the original ground elevations recorded previous to the award of this contract. Control stakes will be set during construction to provide the Contractor with all essential information for the construction of excavation and embankments.

Earthwork quantities will be computed, either manually or by means of electronic data processing equipment, by use of the average end area method or by the finite element analysis method utilizing digital terrain modeling techniques.

Copies of the ground cross-section notes will be available for the bidder's inspection, before the opening of bids, at the County Engineer's office.

Upon award of the contract, copies of the original ground cross-sections will be furnished to the successful bidder on request to the Project Engineer.

DIVISION 3
PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING

3-01, PRODUCTION FROM QUARRY AND PIT SITES

3-01.4 Contractor Furnished Material Sources

3-01.4(1) Acquisition and Development

(******)

Section 3-01.4(1) is supplemented with the following:

No source has been provided for any materials necessary for the construction of this project.

DIVISION 4
BASES

4-04, BALLAST AND CRUSHED SURFACING

4-04.3 Construction Requirements

4-04.3(5) Shaping and Compacting

(******)

Section 4-04.3(5) is supplemented with the following:

Shoulder Finishing

Shoulder finishing material shall not be placed until the abutting pavement has been completed, unless designated by the Engineer. Shoulder finishing material (Crushed Surfacing Top Course) shall be placed by a spreader box in one lift. Processing of the shoulder finishing material on the roadway shall not be permitted.

The existing shoulder material, as well as any additional crushed surfacing material required shall be placed, watered, and compacted against the vertical edge of the pavement, including road approaches. Hand work may be required in areas of road approaches and guardrail. The Contractor shall grade the shoulder material to a uniform slope, remove all debris (sod, large rocks, etc.) and dress all berms resulting from this operation to the satisfaction of the Engineer. The material shall be graded into place and compacted by wheel rolling a minimum of two passes with a motor grader or comparable piece of equipment in areas where the shoulder is narrow. All other areas shall be compacted to the satisfaction of the Engineer. In all areas where the shoulder is wide enough, as determined by the Engineer, a steel drum vibratory compactor shall be used. For compaction, water shall be applied as determined by the Engineer. Damage to the HMA mat due to the Contractor's operation shall be repaired at no cost to the Contracting Agency.

Following the placement of crushed surfacing material each day, the new mainline and shoulder pavement shall be cleaned of all dirt and debris to the satisfaction of the Engineer. Prior to commencing work on the Shoulder Finishing operation the Contractor shall submit the selected method of compaction and equipment to be used to the Engineer for approval.

4-04.4 Measurement

(******)

Section 4-04.4 is supplemented with the following:

"Shoulder Finishing" shall be measured per mile.

4-04.5 Payment

(******)

Section 4-04.5 is supplemented with the following:

The unit contract price per mile for "Shoulder Finishing" shall be full pay for furnishing crushed surfacing, hauling, grading existing material, placing additional material, watering, compacting and

all other work as specified. Water for compaction of shoulder rock shall be considered incidental to this bid item.

DIVISION 5
SURACE TREATMENTS AND PAVEMENTS

5-04, HOT MIX ASPHALT

5-04.1 Description

(******)

Section 5-04.1 is supplemented with the following:

The term “Approach” shall include driveway approaches, driveways, and extensions.

Superintendents, Labor, and Equipment of Contractor

Section 5-04.1 is supplemented with the following:

The Contractor shall have a sufficient number of qualified personnel on the project to insure the following minimum crew size:

One paving superintendent
One paver operator
Two screed operators
Three roller operators
Two rakers

These workers shall be present and not assigned to dual activities that would stop them from fulfilling their assigned task while the paver is in operation. There will be one assigned supervisor who will be in charge of paving operations and who will be responsible for work performed.

5-04.3 Construction Requirements

(******)

Section 5-04.3 is supplemented with the following:

Sand and tack all edges, cold joints, and tapers which join existing asphalt, (such as asphalt concrete approaches, intersections, and curb and gutter).

Wing out, rake, and compact a beveled edge when paving past approaches (driveways), street intersections, curb faces, edges of gutters and, where applicable, provide an acceptable transition from roadway to approaches by paving an adequate ramp as directed by the Engineer. Mainline shall be paved before road approaches. Any approach greater than 30 feet at its narrowest point shall be done with a paving machine.

Pave to a depth of one inch or less at the curb face, unless otherwise directed by the Engineer.

5-04.3(3)A Material Transfer Device / Vehicle

(November 20, 2013 APWA GSP)

The first paragraph of this section is supplemented with the following;

A material transfer device or vehicle (MTD/V) is required for all mainline paving operations.

5-04.3(7)A1 General
(******)

Supplement Section 5-04.3(7)A1 with the following:

The maximum quantity of RAP allowable in the Hot Mix Asphalt for leveling course shall be 20%. No recyclable material will be allowed in the wearing course. The Engineer shall approve the RAP stockpile prior to use.

The Contractor shall submit four samples of the designed Hot Mix Asphalt mix to the Engineer's representative for ignition furnace calibration at least five (5) days prior to paving. Samples will be taken in conformance to WSDOT Test Method T 726.

5-04.3(7)A2 Statistical or Nonstatistical Evaluation
(November 20, 2013 APWA GSP)

Delete this section and replace it with the following;

5-04.3(7)A2 Nonstatistical and Commercial Evaluation

Mix designs for HMA accepted by Nonstatistical or Commercial evaluation shall;

- Be submitted to the Project Engineer on WSDOT Form 350-042
- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9- 03.8(2) and 9-03.8(6).
- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with WSDOT Test Method T 718 or based on historic anti-strip and aggregate source compatibility from WSDOT lab testing. Anti-strip evaluation of HMA mix designs utilized that include RAP will be completed without the inclusion of the RAP.

At or prior to the preconstruction meeting, the contractor shall provide one of the following mix design verification certifications for Contracting Agency review;

- The proposed mix design indicated on a WSDOT mix design/anti-strip report that is within one year of the approval date
- The proposed HMA mix design submittal (Form 350-042) with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.
- The proposed mix design by a qualified City or County laboratory mix design report that is within one year of the approval date.

The mix design will be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO Material Reference Laboratory (AMRL) program.

At the discretion of the Engineer, agencies may accept mix designs verified beyond the one year verification period with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design. Evaluation of anti-strip additives are to be provided as part of the mix design acceptance criteria. Acceptable anti-strip evaluations include 1.) a WSDOT validated mix design showing the validated anti-strip additive and dosage 2.) an historic anti-strip determination from WSDOT not greater than two (2) calendar years old or 3.) a passing TSR test at the anti-strip dosage proposed by the Contractor.

No paving shall begin prior to Contracting Agency approval of the Contractor provided mix design.

5-04.3(8)A1, General
(November 20, 2013 APWA GSP)

Delete this section and replace it with the following:

5-04.3(8)A1, General

Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation. Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Project Engineer and must be made in accordance with Section 9-03.8(7).

Commercial evaluation may be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. Commercial HMA can be accepted by a contractor certificate of compliance letter stating the material meets the HMA requirements defined in the contract.

5-04.3(8)A4, Definition of Sampling Lot and Sublot

Section 5-04.3(8)A4 is supplemented with the following:

For HMA in a structural application, sampling and testing for total project quantities less than 400 tons is at the discretion of the engineer. For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed:

i. If test results are found to be within specification requirements, additional testing will be at the engineers discretion.
ii. If test results are found not to be within specification requirements, additional testing as needed to determine a CPF shall be performed.

5-04.3(8)A5 Test Results
(November 20, 2013 APWA GSP)

The first paragraph of this section is deleted.

5-04.3(8)A6 Test Methods
(November 20, 2013 APWA GSP)

Delete this section and replace it with the following;

5-04.3(8)A6 Test Methods

Testing of HMA for compliance of Va will be at the option of the Contracting Agency. If tested, compliance of Va will be by WSDOT Standard Operating Procedure SOP 731. Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308. Testing for

compliance of gradation will be by WAQTC FOP for AASHTO T 27/T 11.

5-04.3(12) Joints
(******)

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

Sealing Joints and Feather Ends

After placement of the HMA Pavement, the Contractor will seal all joints, including approaches, or
any feather ends with PG64-22 liquid asphalt and sand.

All costs associated with providing and placing the liquid asphalt as specified above shall be Incidental to and included in the unit contract price per ton for " HMA Class ½" PG 64-22".

5-04.5 Payment

Section 5-04.5 is supplemented with the following:

5-04.5(1) Quality Assurance Price Adjustment
(******)

Delete the fourth sentence of Section 5-04.5(1).

Supplement Section 5-04.5(1) with the following:

In the event that test results indicate the HMA does not meet specifications, a change order will be issued for the price adjustments for Quality of HMA Mixture and Quality of HMA Compaction based upon these specifications.

5-04.5(1)B Price Adjustments for Quality of HMA Compaction
(January 16, 2014 APWA GSP)

Delete this section and replace it with the following:

The maximum CPF of a compaction lot is 1.00.

For each compaction lot of HMA when the CPF is less than 1.00, a Nonconforming Compaction Factor (NCCF) will be determined. THE NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of the NCCF, the quantity of HMA in the lot in tons and the unit contract price per ton of the mix.

(******)
The CPF shall be as follows:

Compaction	CPF
90.0% to 90.9%	95%
89.0% to 89.9%	90%
88.5% to 88.9%	80%
88.0% to 88.4%	75%
At or below 87.9%	Mix is removed

DIVISION 6
STRUCTURES

6-13 STRUCTURAL EARTH WALLS

6-13.1 Description

Section 6-13.1 is supplemented with the following:

(******)

The Contracting Agency for the purpose of Engineering and Design has elected to utilize Keystone® Retaining Wall Systems, Inc. block sizes and calculations in the contract plans for the purpose of providing a common proposal for bidders. The Contractor may at its own expense provide engineered plans (Stamped by a Professional Engineer Licensed in the State of Washington) and specifications for a different block wall manufacturer as long as they meet the requirements of the Standard Specifications and follow the widths, lengths, and elevations shown in the contract Plans and meet the criteria shown in the general special provisions shown below. Plans must be submitted and approved by the Engineer before alternate system is allowed.

6-13.2 Materials

Section 6-13.2 is supplemented with the following:

(August 3, 2015)

Concrete Block Faced Structural Earth Wall Materials

General Materials

Concrete Block

Acceptability of the blocks will be determined based on the following:

1. Visual inspection.
2. Compressive strength tests, conforming to Section 6-13.3(4).
3. Water absorption tests, conforming to Section 6-13.3(4).
4. Manufacturer's Certificate of Compliance in accordance with Section 1-06.3.
5. Freeze-thaw tests conducted on the lot of blocks produced for use in this project, as specified in Section 6-13.3(4).
6. Copies of results from tests conducted on the lot of blocks produced for this project by the concrete block fabricator in accordance with the quality control program required by the structural earth wall manufacturer.

The blocks shall be considered acceptable regardless of curing age when compressive test results indicate that the compressive strength conforms to the 28-day requirements, and when all other acceptability requirements specified above are met.

Testing and inspection of dry cast concrete blocks shall conform to ASTM C 140, and shall include block fabrication plant approval by WSDOT prior to the start of block production for this project.

Mortar

Mortar shall conform to ASTM C 270, Type S, with an integral water repellent admixture as approved by the Engineer. The amount of admixture shall be as recommended by the admixture manufacturer. To ensure uniform color, texture, and quality, all mortar mix components shall be obtained from one manufacturer for each component, and from one source and producer for each aggregate.

Geosynthetic Soil Reinforcement

Geogrid reinforcement shall conform to Section 9-33.1, and shall be a product listed in Appendix D of the current WSDOT Qualified Products List (QPL). The values of T_{al} and T_{ult} as listed in the QPL for the products used shall meet or exceed the values required for the wall manufacturer's reinforcement design as specified in the structural earth wall design calculation and working drawing submittal.

The minimum ultimate tensile strength of the geogrid shall be a minimum average roll value (the average test results for any sampled roll in a lot shall meet or exceed the values shown in Appendix D of the current WSDOT QPL). The strength shall be determined in accordance with ASTM D 6637, for multi-rib specimens.

The ultraviolet (UV) radiation stability, in accordance with ASTM D 4355, shall be a minimum of 70 percent strength retained after 500 hours in the weatherometer.

The longitudinal (i.e., in the direction of loading) and transverse (i.e., parallel to the wall or slope face) ribs that make up the geogrid shall be perpendicular to one another. The maximum deviation of the cross-rib from being perpendicular to the longitudinal rib (skew) shall be no more than 1 inch in 5 feet of geogrid width. The maximum deviation of the cross-rib at any point from a line perpendicular to the longitudinal ribs located at the cross-rib (bow) shall be 0.5 inches.

The gap between the connector and the bearing surface of the connector tab cross-rib shall not exceed 0.5 inches. A maximum of 10 percent of connector tabs may have a gap between 0.3 inches and 0.5 inches. Gaps in the remaining connector tabs shall not exceed 0.3 inches.

The Engineer will take random samples of the geogrid materials at the job site. Approval of the geogrid materials will be based on testing of samples from each lot. A "lot" shall be defined as all geogrid rolls sent to the project site produced by the same manufacturer during a continuous period of production at the same manufacturing plant having the same product name. The Contracting Agency will require 14 calendar days maximum for testing the samples after their arrival at the WSDOT Materials Laboratory in Tumwater, WA.

The geogrid samples will be tested for conformance to the specified material properties. If the test results indicate that the geogrid lot does not meet the specified properties, the roll or rolls which were sampled will be rejected. Two additional rolls for each roll tested which failed from the lot previously tested will then be selected at random by the Engineer for sampling and retesting. If the retesting shows that any of the additional rolls tested do not meet the specified properties, the entire lot will be rejected. If the test results from all the rolls retested meet the specified properties, the entire lot minus the roll(s) which failed will be accepted.

All geogrid materials which have defects, deterioration, or damage, as determined by the Engineer, will be rejected. All rejected geogrid materials shall be replaced at no expense to the Contracting Agency.

Except as otherwise noted, geogrid identification, storage and handling shall conform to the requirements specified in Section 2-12.2. The geogrid materials shall not be exposed to temperatures less than –20F and greater than 122F.

Drainage Geosynthetic Fabric

Drainage geosynthetic fabric shall be a non-woven geosynthetic conforming to the requirements in Section 9-33.1, for Construction Geotextile for Underground Drainage, Moderate Survivability, Class B.

Proprietary Materials

Allan Block Wall

Wall backfill material placed in the open cells of the precast concrete blocks and placed in the one to three foot zone immediately behind the precast concrete blocks shall be crushed granular material conforming to Section 9-03.9(3).

KeyGrid Wall

KeyStone connection pins shall be fiberglass conforming to the requirements of Keystone Retaining Wall Systems, Inc.

Landmark Retaining Wall

Lock bars shall be made of a rigid polyvinyl chloride polymer conforming to the following requirements:

Property	Value	Specification
Specific Gravity	1.4 minimum	ASTM D 792
Tensile Strength at yield	2,700 psi minimum	ASTM D 638

Lock bars shall remain sealed in their shipping containers until placement into the wall. Lock bars exposed to direct sunlight for a period exceeding two months shall not be used for construction of the wall.

Mesa Wall

Block connectors for block courses with geogrid reinforcement shall be glass fiber reinforced high-density polypropylene conforming to the following minimum material specifications:

Property	Specification	Value
Polypropylene	ASTM D 4101 Group 1 Class 1 Grade 2	73 ± 2 percent
Fiberglass Content	ASTM D 2584	25 ± 3 percent
Carbon Black	ASTM D 4218	2 percent minimum
Specific Gravity	ASTM D 792	1.08 ± 0.04
Tensile Strength at yield	ASTM D 638	8,700 ± 1,450 psi
Melt Flow Rate	ASTM D 1238	0.37 ± 0.16 ounces/10 min.

Block connectors for block courses without geogrid reinforcement shall be glass fiber reinforced high-density polyethylene (HDPE) conforming to the following minimum material specifications:

Property	Specification	Value
HDPE	ASTM D 1248 Type III Class A Grade 5	68 ± 3 percent
Fiberglass Content	ASTM D 2584	30 ± 3 percent
Carbon Black	ASTM D 4218	2 percent minimum
Specific Gravity	ASTM D 792	1.16 ± 0.06
Tensile Strength at yield	ASTM D 638	8,700 ± 725 psi
Melt Flow Rate	ASTM D 1238	0.11 ± 0.07 ounces/10 min.

Backfill for Concrete Block Faced Structural Earth Wall

All backfill material within the structural earth wall reinforced zone shall be free draining, free from organic or otherwise deleterious material.

Backfill material within the reinforced zone shall conform to Section 9-03.14(4) for geosynthetic reinforcement.

All material within the structural earth wall reinforced zone shall be substantially free of shale or other soft, poor durability particles, and shall not contain recycled materials, such as glass, shredded tires, portland cement concrete rubble, or asphaltic concrete rubble. The material shall meet the following aggregate durability requirements:

Property	Test Method	Allowable Test Value
Los Angeles Wear, 500 rev.	AASHTO T 96	35 percent max.
Degradation	WSDOT Test Method 113	15 percent min.

For walls with geogrid soil reinforcement, all material within the structural earth wall reinforced zone shall meet the following chemical requirements:

Property	Test Method	Allowable Test Value
pH	WSDOT Test Method 417	4.5 to 9

Wall backfill material satisfying these gradation, durability, and chemical requirements shall be classified as nonagressive.

(******)

Structural Earth wall blocks for permanent walls of heights greater than 4 feet and less than 12 feet shall be cast with Class 3000 concrete minimum (concrete class shall meet the criteria outlined in items 1 thru 6 of this provision) conforming to the air content requirements as recommended by the Manufacturer. Commercial concrete shall not be used. Structural Earth wall blocks for permanent walls of these heights will be accepted based on visual inspection, and conformance to Section 6-02.3(27) and the manufacturers specified concrete strength and air content requirements or as accepted by WSDOT's Qualified Products List.

6-13.3 Construction Requirements

Section 6-13.3 is supplemented with the following:

(August 3, 2015)

Concrete Block Faced Structural Earth Wall

Concrete block faced structural earth walls shall be constructed of only one of the following wall systems. The Contractor shall make arrangements to purchase the concrete blocks, soil reinforcement, attachment devices, joint filler, and all necessary incidentals from the source identified with each wall system:

Allan Block Wall

Allan Block Wall is a registered trademark of the Allan Block Corporation

Allan Block Corporation
7424 W 78th Street
Bloomington, MN 55439
(800) 899-5309
FAX (952) 835-0013
www.allanblock.com

Redi-Rock Positive Connection System

Redi-Rock Positive Connection System is a registered trademark of Redi-Rock International, LLC

Redi-Rock International, LLC
05481 US 31 South
Charlevoix, MI 49720
(866) 222-8400
FAX (231) 237-9521
www.redi-rock.com

Mesa Wall

Mesa Wall is a registered trademark of Tensar Corporation

Tensar Corporation
2500 Northwinds Parkway Suite 500
Atlanta, GA 30009
(770) 334-2090
FAX (678) 281-8546
www.tensarcorp.com

Landmark Retaining Wall System

Landmark Retaining Wall System is a registered trademark of Anchor Wall Systems, Inc.

Anchor Wall Systems, Inc.
5959 Baker Road, Suite 390
Minnetonka, MN 55345-5996
(877) 295-5415
FAX (952) 979-8454
www.anchorwall.com

KeyGrid Wall

KeyGrid is a registered trademark of Keystone Retaining Wall Systems, Inc.

Keystone Retaining Wall Systems, Inc.

4444 West 78th Street
Minneapolis, MN 55435
(800) 747-8971
FAX (952) 897-3858
www.keystonewalls.com

6-13.3(2) Submittals

Section 6-13.3(2) is supplemented with the following:

(******)

Working drawings shall be submitted as stated in this section.

6-13.3(5) Precast Concrete Facing Panel and Concrete Block Erection

Section 6-13.3(5) is supplemented with the following:

(April 2, 2012)
Specific Erection Requirements for Precast Concrete Block Faced Structural Earth Walls

Landmark Retaining Wall

When placing each course of concrete blocks, the Contractor shall pull the blocks towards the front face of the wall until the male key of the bottom face of the upper block contacts and fits into the female key of the top face of the supporting block below.

A maximum gap of 1/8-inch is allowed between adjacent concrete blocks, except for the base course set of concrete blocks placed on the leveling pad. A maximum gap of 1-inch is allowed between adjacent base course concrete blocks, provided geosynthetic reinforcement for drains is in place over the gap at the back face of the concrete blocks.

Lock bars shall be installed in the female key of the top face of all concrete block courses receiving geogrid reinforcement. Gaps between adjacent lock bars in the key shall not exceed 3-inches. The lock bar shall be installed flat side up, with the angled side to the back of the concrete block, as shown in the shop drawings.

Geogrid reinforcement shall be placed and connected to concrete block courses specified to receive soil reinforcement. The leading edge of the geogrid reinforcement shall be maintained within 1-inch of the front face of the supporting concrete blocks below. Geogrid panels shall be abutted for 100 percent backfill coverage with less than a 4-inch gap between adjacent panels.

Backfill shall be placed and compacted level with the top of each course of concrete blocks, and geogrid reinforcement placed and connected to concrete block courses specified to receive soil reinforcement, before the Contractor may continue placing the next course of concrete blocks.

Mesa Wall

For all concrete block courses receiving geogrid reinforcement, the fingers of the block connectors shall engage the geogrid reinforcement apertures, both in the connector slot in the block, and across the block core. For all concrete block courses with intermittent geogrid coverage, a #3 steel reinforcing bar shall be placed, butt end to butt end, in the top block groove, with the butt ends being placed at a center of a concrete block.

6-13.4 Measurement

Section 6-13.4 is supplemented with the following:

(******)

The price per square foot for Structural Earth Wall shall include all materials, labor and equipment costs associated with; segmental blocks, leveling pad (including grout as shown in the Contract Plans), asphalt impregnated fiberboard, geogrid and geogrid reinforcing, geotextile materials and all other wall materials not specifically paid for elsewhere.

6-13.5 Payment

Section 6-13.5 is supplemented with the following:

"Structural Earth Wall", per square foot.

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

7-02 CULVERTS

7-02.2 Materials

Section 7-02.2 is supplemented with the following:

Where shown in the Plans or stated in the Proposal (shown as From Stockpile), Culvert Pipe and Storm Sewer Pipe shall be used from the Contracting Agency furnished Stockpile site at Area 3 Maintenance Shop located at 111 Pleasant Valley Road, Winlock. Availability to the stockpile site will be Monday thru Friday 7:00 am to 3:00 pm. The couplings, gaskets, or splices shall be purchased and provided by the Contractor and shall meet the provisions of Section 9-05 of the Standard Specifications for the material furnished.

If determined by the Engineer the stockpiled culvert runs short of material needed, the Contractor shall be paid force account to purchase the material.

7-02.3 Construction Requirements

Section 7-02.3 is supplemented with the following:

(******)

Manhole Ring & Cover, and Adjustment

The contractor shall remove the grate inlet mounted on the storm vault at station 10+37 left of the road surface and replace with a Manhole Ring and cover (standard plan B-30.70-03.) The ring and cover will to be properly adjusted vertically (standard plan B-30.90-01) as per these contract provisions.

(******)

Bioswale Special Structures

Page 54 of 127 of the Contract Plans shows special structures for the Biofiltration Swale. The Contractor shall include all materials shown and to be constructed for this Lump Sum bid item "Bioswale Special Structures".

7-02.4 Measurement

Section 7-02.4 is supplemented with the following:

The bid item "Manhole Ring & Cover, and Adjustment " shall be measured per each.

"Bioswale Special Structures" shall not be measured.

(April 2, 2007)
"Precast Reinf. Conc. Split Box Culvert 8'-0" Span x 1'-0" Rise" contains the following approximate quantities of materials and work:

*** This Contractor furnished Concrete culvert may be split or solid and must meet HL 93 load rating. All material, equipment, delivery, labor, and incidentals shall be included in this bid item and meet the lengths, line, and grade requirements as shown in the Contract Plans. ***

"Culvert Pipe and Storm Sewer Pipe as marked in the Proposal" (From Stockpile) will include all material, couplings, gaskets, or splices, equipment, delivery, labor, and incidentals in this bid item and meet the lengths, line, and grade requirements as shown in the Contract Plans.

7-02.5 Payment

Section 7-02.5 is supplemented with the following:

The bid item "Manhole Ring & Cover, and Adjustment " shall be full compensation for all costs of work specified work including sloping around the Cover and adjustments.

"Bioswale Special Structures" per Lump Sum shall include all materials, labor, equipment, and incidentals to complete the work as shown.

(April 2, 2007)
"Precast Reinf. Conc. Split Box Culvert 8'-0" Span x 1'-0" Rise", lump sum.
The lump sum contract price for "Precast Reinf. Conc. Split Box Culvert 8' Span x 1' Rise" shall be full pay for performing the work as specified, including designing, fabricating, and erecting the precast concrete elements for the culvert.

7-08 GENERAL PIPE INSTALLATION REQUIREMENTS

7-08.2 Materials

(******)
Section 7-08.2 is supplemented with the following:

Crushed Surfacing Base Course shall be used for Pipe Zone Bedding as depicted in the Contract Plans for the Precast Reinf. Conc. Split Box Culvert. Crushed Surfacing Base Course shall meet the material requirements of Section 9-03.9(3).

Crushed Surfacing Base Course shall be used for Pipe Zone Bedding and pipe zone backfill. Crushed Surfacing Base Course shall meet the material requirements of Section 9-03.9(3).

DIVISION 8
MISCELLANEOUS CONSTRUCTION

8-01, EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.3 Construction Requirements

(April 3, 2006)
Section 8-01.3 is supplemented with the following:

Treatment of pH for Concrete Work

Stormwater or dewatering water that has come in contact with concrete rubble, concrete pours, concrete grindings or cement treated soils shall be maintained between pH 6.5 and pH 8.5 before it is allowed to enter surface waters and discharges shall not cause a receiving water pH change of more than 0.2 pH units.

The Contractor shall test runoff during each rain event causing runoff to leave the project site during concrete pouring, grinding, rubblizing activities, when soils are being treated with cement and during the first three storms following those activities. If discharging directly to surface waters or to a storm sewer system, the Contractor shall test the pH of the water, as a first order of work, at the point of discharge, once the pour or grinding has begun for each shift, and periodically, as requested by the Engineer, thereafter. If a test indicates the pH is above 8.5, the Contractor shall immediately discontinue work and initiate treatment according to the plan to lower the pH.

Unless specific measures are identified in the Special Provisions, the pH of water may be reduced by infiltration, dispersion in vegetation or compost, or by pumping to a sanitary sewer system. If water is pumped to the sanitary sewer, the Contractor shall provide, at no cost to the Contracting Agency, a copy of permits and requirements for placing the material into a sanitary sewer system prior to beginning the work.

Work may resume, with treatment, once the pH of the treated material is between 6.5 and 8.5 or it can be demonstrated that the runoff will not reach surface waters.

Any additional BMP items as stated in the TESC Plan and ordered to be placed by the Engineer but not included in the Proposal shall be paid by force account as provided in Section 1-09.6 of the Standard Specifications.

8-01.3(1) General

(April 3, 2006)

8-01.3(1)A Submittals

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

Prior to beginning any concrete or grinding work, the Contractor shall submit a plan, for the Engineer's review and approval, outlining the procedures to be used to prevent high pH stormwater or dewatering water from entering surface waters. The plan shall include how the pH of the water will be maintained between pH 6.5 and pH 8.5 prior to being discharged from the project or entering surface waters.

(******)

Erosion Control at Culvert Ends

See WSDOT Standard Plan I-30.20-00 for erosion control protection at culvert ends.

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

(******)

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

The Contractor shall retain the following permit documentation (plans and records) on site, or within reasonable access to the site, for use by the operator; or on-site review by the Department of Ecology or the local jurisdiction:

a. Site Log Book

A Certified ESC Lead shall be identified for the project and shall be present on-site or on-call at all times.

Site inspections shall include all areas disturbed by construction activities, all BMP's, and all stormwater discharge points. Stormwater shall be visually examined for the presence of suspended sediment, turbidity, discoloration, and oil sheen. The Certified ESC Lead shall evaluate the effectiveness of BMP's and determine if it is necessary to install, maintain, or repair BMP's to improve the quality of the stormwater discharges. If such corrections are necessary, the Contractor shall implement the following procedure:

a. Fully implement and maintain appropriate source control and/or treatment BMP's as soon as possible, but no later than 10 days of the inspection;
b. Document BMP implementation and maintenance in the site log book.

The Certified ESC Lead shall summarize the results of each inspection in an inspection report or checklist. This report or checklist shall be entered into, or attached to, the site log book. At a minimum, each inspection report or checklist shall include:

a. Inspection date and time;
b. Weather information; general conditions during inspection and approximate amount of precipitation since the last inspection, and within the last 24 hours.
c. A summary of all BMP's which have been implemented, including observations of all erosion/sediment control structures or practices;
d. The following shall be noted:
    i. Locations of BMP's inspected;
    ii. Locations of BMP's that need maintenance;
    iii. The reason maintenance is needed;
    iv. Locations of BMP's that failed to operate as designed or intended;
    v. Locations where additional or different BMP's are needed, and the reasons why;
e. A description of stormwater discharged from the site. The certified ESC Lead shall note the presence of suspended sediment, turbid water, discoloration, and/or oil sheen, as applicable;
f. Any water quality monitoring performed during inspection;
g. A statement that, in the judgement of the certified ESC Lead conducting the site inspection, the site is either in compliance or out of compliance with the terms and conditions of the permits in place. If the site inspection indicates that the site is out of compliance, the inspection report shall include a summary of the remedial actions required to bring the site back into compliance, as well as a schedule of Lead conducting the site inspection; and the following statement: "I certify that this report is true, accurate, and complete, to the best of my knowledge and belief".

The Contractor through the Certified ESC Lead will be responsible for conducting all stormwater sampling and monitoring required by Ecology. The Certified ESC Lead shall be responsible for the preparation of a monthly discharge monitoring report (DMR) to the Contracting Agency that will be forwarded to Department of Ecology. Prior to the beginning of construction the Certified ESC Lead, Project Inspector and Environmental Planner shall meet in the field to stake any monitoring points, as depicted on the TESC plans, as well as, associated points as which to

collect background readings, if necessary. The Certified ESC Lead shall be responsible for the preparation of a monthly discharge monitoring report (DMR) and submission of these reports to Lewis County by the 5th day of the subsequent month. Lewis County will then enter this information into WebDMR and submit to Department of Ecology. The Contractor shall follow the instructions contained in the most recent version of the Department of Ecology's Publications - No. 99-37, and No. 06-10-020 in meeting these requirements.

(******)
As per the TESC Plan, the weekly Stormwater Site inspection form shall be turned in by the end of the next working day. Failure to submit accurate completed weekly forms or DMR forms as required to the Engineer may result in project shutdown as determined by the Engineer, which includeds loss of workday.

8-01.3(2) Seeding, Fertilizing, and Mulching

8-01.3(2)B Seeding and Fertilizing
(******)
Section 8-01.3(2)B is supplemented with the following:

Seed Mix - Erosion Control Seed: Grass seed, of the following composition, proportion, and quality shall be applied at a rate of ***80*** pounds of pure live seed per acre on all areas requiring temporary and permanent seeding within the project limits, with the exeption of detention ponds and bioswales.

Kind and Variety of Seed in Mixture by Common Name and (Botanical name)	Pounds Pure Live Seed (PLS) Per Acre
Lolium perenne Perennial Rye	60
Festuca rubra Red Fescue	17
Trefolium repens White Dutch Clover (preinoculated)	3
Total Pounds PLS Per Acre	80

Seed Mix –Detention Pond Mix : Grass seed, of the following composition, proportion, and quality shall be applied at the rate of ***100 *** pounds of pure live seed per acre within all detention ponds and bioswales within the project limits.

Kind and Variety of Seed in Mixture by Common Name and (Botanical name)	Pounds Pure Live Seed (PLS) Per Acre
Agrostis exarata Spike bentgrass	6

E Canada reed	5
Carex obnupta Slough sedge	39
Deschampsia caespitosa Tufted hiargrass	17
Eleocharis palustris Spike rush	21
Glyceria occidentalis Western manna grass	15
Juncus ensifolius Daggerleaf rush	5
Total Pounds PLS Per Acre	100

After seeding the Contractor shall be responsible to ensure a healthy stand of grass, otherwise, the Contractor shall, restore eroded areas, clean up materials, and reapply the seed, at no cost to the Contracting Agency.

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

Fertilizer (Seeding Operation)
The following shall be applicable to the following permanent seed mixes only: Erosion Control Seed.

Fertilizer shall not be applied to Temporary seed mixes.
The Contractor shall apply sufficient quantities of fertilizer to supply the following amounts of nutrients at the time of initial seeding:

- Total Nitrogen a N – 135 pounds per acre.
- Available Phosphoric Acid as P2O5 – 60 pounds per acre.
- Soluble Potash as K2O – 60 pounds per acre.

Ninety pounds of nitrogen applied per acre shall be derived from isobutylidene diurea (IBDU), cyclo-di-urea (CDU), or a time release, polyurethane coated source with a minimum release time of six months. The remainder may be derived from any source.

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

Note: The Contractor shall anticipate multiple mobilizations for application of seeding to meet the needs as outlined in Section 8-01.3(1) and Section 8-01.3(2)F of the Standard Specifications.

8-01.3(2)D Mulching

(******)

Section 8-01.3(2)D is supplemented with the following:

Long-Term Wood Cellulose Fiber mulch shall be applied at a rate of 4,000 pounds per acre with all permanent seed mixes (including detention ponds and bioswales) and shall conform to Section 9-14.4(2)A Long-Term Mulch of the Standard Specifications. No more than 2,000 pounds shall be applied in any single lift.

8-01.3(2)E Tackifiers

(******)

Section 8-01.3(2)E is supplemented with the following:

PAM shall be added to permanent erosion control and temporary seed mixes (including detention ponds and bioswales) at the time of hydraulic application. Application rates and methods shall conform to Section 8-01.3(2)E of the Standard Specifications.

8-01.3(3) Placing Biodegradable Erosion Control Blanket

(******)

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

The Contractor shall place Biodegradable Erosion Control Blanket for bioswales (Section 9-14.5(2)B, 9-14.5(2)C, or 9-14.5(2)D of the Standard Specifications) where shown in the plans. Prior to placing Erosion Control Blanket the Contractor shall hand seed or hydroseed the area with seed mix as described in this Special Provision.

8-01.3(2)I Mowing

(******)

Section 8-01.3(2)I is supplemented with the following:

Mowing shall occur within the riparian buffer mitigation area, near the start of project (from Olequa Creek to Sta 3+00), in late September (between September 16th and September 23rd). If grass is at a height of greater than 3 inches prior to planting, an additional mowing shall occur within 2 weeks prior to planting.

8-01.5 Payment

(******)

Section 8-01.5 is supplemented with the following:

The unit contract price per Linear Foot (L.F.) for “Silt Fence” shall be full pay for all cost to obtain, install, maintain, and remove the fence as specified. Once removed, the fencing shall remain the property of the Contractor.

The contract unit bid price per day for “ESC Lead” shall be full compensation for all requirements necessary for the ESC Lead to achieve compliance with the specifications, SWPPP, SPCC Plan and TESC Plan and requirements and these special provisions, no additional compensation shall be allowed.

The unit contract price per acre for “Seeding, Fertilizing, and Mulching” shall be full pay for furnishing and installing the specified seed mix, mulch, and PAM, chemical weed and grass control/removal immediately prior to seeding to produce the specified surface conditions,

scarification of compacted areas, minor filling of ruts, and all material and equipment necessary and incidental to the approved application of the specified seed.

The unit contract price per square yard for "Biodegradable Erosion Control Blanket" shall be full pay for furnishing and installing the specified Biodegradable Erosion Control Blanket and seed mix. The seed mix shall be considered incidental to this bid item.

8-02 ROADSIDE RESTORATION

8-02, ROADSIDE RESTORATION

8-02.1 Description

(******)

8-02.1 is supplemented with the following:

Compost Amended Vegetated Filter Strips

The Contractor shall construct Compost Amended Vegetated Filter Strips as described in this Section. The Compost Amended Vegetated Filter Stripsshall then be seeded as described in Section 8-01.

Mitigation Planting

The mitigation planting areas are to include a 0.25 acre area surrounding detention pond 1, near the start of project (Zone 1: from Olequa Creek to Sta 3+00) as well as a 1.428 acre area adjacent to Highway 603 (Zone 2 :from Sta 13+00 to Sta 19+50) as depicted in the TESC Plan and Riparian Buffer Mitigation Plan.

The work described in this section, regardless of the nature or type of the materials encountered, includes site preparation, seeding, planting, bark mulch rings, plant protectors, and identification stakes as outlined Section 8-01 and 8.02 of these Special Provisions, and all work associated with the protection and maintenance of plants within the mitigation planting areas as shown in the contract plans, staked in the field, and directed by the Engineer, and/or as outlined Section 8-02 of these Special Provisions. This work shall be accomplished in accordance with all environmental permits regulating the work.

8-02.3 Construction Requirements

8-02.3 is supplemented with the following:

(******)

General

The "Compost Amended Vegetated Filter Strips" will consist of a mixture of Top Soil Class B and Medium Compost 9-14.4(8). The depth shall be six inches. The contractor has the option of premixing Top Soil Class B with medium compost at a 4 to 1 ratio or layering the two materials as per the contract plans included on sheet 53.

8-02.3(1) Responsibility During Construction

(******)

8-02.3(1) is supplemented with the following:

The Contractor shall selectively clear, mow, seed, plant, and otherwise maintain areas as shown in the Contract Plans, staked in the field, and required by the Engineer. The mitigation planting sites shall be performed by a landscape contractor, landscape architect or other similar professional certified and trained in the creation and planting of riparian buffers. The credentials of the supervisor of this work shall be approved by the Engineer prior to beginning work on this item.

8-02.3(3)A Planting Area Weed Control

(******)

Section 8-02.3(3)A is supplemented with the following:

The mitigation planting areas shall be cleared of invasive *Rubus armeniacus* (Himalayan blackberry), *Rubus laciniatus* (evergreen blackberry) and *Cytisus scoparius* (Scotch broom) prior to planting. These areas shall be maintained so that the aforementioned invasive species do not exceed 25% coverage.

8-02.3(2)A Chemical Pesticides

Section 8-02.3(2)A is supplemented with the following:

(******)

No chemical pesticides shall be used within 100 feet of onsite streams, wetlands and Olequa Creek.

8-02.3(4)A Topsoil Type A

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

Soil Mix

The planting soil mix shall be a highly permeable soil with 65% to 70% loamy sand per USDA Soil Textural Classification and 30% to 35% compost; or a commercial compost or vegetable mix. Contractor shall provide name of soil mix and supplier, and provide a two cubic foot sample to the Engineer.

On site soil mixing or placement is not allowed if soil is saturated or subject to water within 48 hours. The soil mixture should be uniform, free of stones, stumps, roots, or other man-made or natural objects larger than 2 inches. Manufactured inert material (plastic, concrete, ceramics, ect.) shall be less than 1% on a dry weight or volume basis.

Compost must meet the definition for “composted materials” in WAC 173-350, Section 220; and have a pH between 5.5 and 7.0. Metals shall be within the limits in the following table.

Metal	Limit (mg/kg Dry Weight)
Arsenic	≤ 20 ppm
Cadmium	≤ 10 ppm
Copper	≤ 750 ppm
Lead	≤ 150 ppm
Mercury	≤ 8 ppm
Molybdenum	≤ 9 ppm
Nickel	≤ 210 ppm
Selenium	≤ 18 ppm

8-02.3(5) Planting Area Preparation

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

(******)

Prior to planting the Mitigation Planting area the area will be cleared of invasive blackberries and scotch broom.

8-02.3(7) Layout of Planting

(******)

8-02.3(7) is supplemented with the following:

All proposed planting shall be considered in the proposed planting layout. Plants shall be installed at 14-ft on center in the proposed planting layout. Within riparian buffer zone 1, the 0.25 acre site, surrounding detention pond 1 (Zone 1: from Olequa Creek to Sta 3+00), a mix of 55 deciduous and conifer species shall be planted along with shrubs listed below. Within riparian buffer zone 2, adjacent to Highway 603 (Sta 13+00 to 19+50) 100 conifer trees shall be planted within stands of young alders and maples.

Planting zones shall be as follows:

Planting Zone	Scientific Name	Common Name	Type	Size of Plants (Material)	Planting Density (Spacing)	Proportion of Planting in Strata (%)	Number of Plants
Riparian Buffer Mitigation Zone 1 Station 0+00 to 3+00	*Alnus rubra*	Red Alder	T	1 gallon container	14' centers	25	14
	Cornus sericea	Red Osier Dogwood	T	1 gallon container	14" centers	10	6
	Populus balsamifera	Black Cottonwood	T	1 gallon container	14" centers	25	14
	Pseudotsuga menziesii	Douglas Fir	T	1 gallon container	14' centers	20	11
	Thuja plicata	Western Red Cedar	T	1 gallon container	14' centers	20	10
Riparian Buffer Mitigation Zone 2 Station13+00 to 19+00	*Pseudotsuga menziesii*	Douglas Fir	T	2 gallon container	14' centers	40	40
	Thuja plicata	Western Red Cedar	T	2 gallon container	14' centers	60	60

To be included in the Mitigation Planting are 14 Arbor Vitae (eight feet tall above root ball) as shown on Contract Plan Sheet 4 of 127, Construction Note 6.

8-02.3(11) Bark or Wood Chip Mulch

Section 8-02.3(11) is supplemented with the following:

(******)

Bark mulch rings shall be placed in 3 foot (ft) diameter circles around trees and shrubs. The bark mulch rings shall have a minimum depth of 3 inches.

Bark mulch shall meet the requirements of Section 9-14.4(3).

8-02.3(13) Plant Establishment

(******)

8-02.03(13) is supplemented with the following:

The Contractor shall provide a one-year plant guarantee period from the date of final acceptance, in accordance with performance standards of local, state and federal permits. At the end of the one-year guarantee period, all dead and unacceptable plant materials shall be replaced by the Contractor at the Contractor's expense. The Contractor shall provide maintenance and monitoring efforts during the guarantee period.

Plant Protectors shall be placed around all tree species. Plant protectors shall be made of solid flexible plastic and should be held in place with bamboo or wood stakes. Plant protectors shall be installed to a depth of three inches below the soil surface and extend nine to twelve inches above the surface. Stakes should extend a minimum two inches below and minimum two inches above

the plant protector and be placed 2 to 3 inches away from the plant. Plant protectors shall be secured to stakes with a minimum of two zip ties or equivalent.

8-02.3(14) Plant Replacement

(******)

8-02.03(14) is supplemented with the following:

Monitoring stakes will be installed to a depth of 18 inches. Monitoring stakes should be three to six feet above grade. The top six inches of the monitoring stakes shall be painted, with permanent paint (anticipated to last a period of 5 years) using the table provided below, to aid in identification of dead and/or missing species.

ID	Species	Color
1	*Alnus rubra*	Red
2	*Cornus sericea*	Red w black line
3	*Populus balsamifera*	Black
4	*Pseudotsuga menziesii*	Green
5	*Thuja plicata*	Yellow

8-02.3(16)A Lawn Installation

(******)

8-02.03(16)A is supplemented with the following:

Topsoil Type A shall be placed 6-in. deep prior to placing sodded lawns.

8-02.4 Measurement

(******)

8-02.4 is supplemented with the following:

"Compost Amended Vegetated Filter Strips" per Square Yard. The bid item "Compost Amended Vegetated Filter Strips" shall be measured by the Square Yard along the grade and slope of the area covered.

"Mitigation Planting" per Lump Sum. No specific unit of measure will apply to this lump sum item. Items specified are approximate and are provided for estimating purposes only. The successful Contractor shall provide the Contracting Agency a lump sum breakdown of all items after bid award.

8-02.5 Payment

(******)

8-02.5 is supplemented with the following:

"Compost Amended Vegetated Filter Strips" per Square Yard.
The bid item "Compost Amended Vegetated Filter Strips" per S.Y. shall be the bid item to pay for both the filters strips and filter strips with trench as per the contract plans included on sheet 53 and shall be full compensation for all costs of the necessarymaterials (Topsoil Type B and Compost) and work except seeding which will be paid as "Seeding, Fertilizing, and Mulching".

"Mitigation Planting" per Lump Sum.
The unit contract price per Lump Sum for "Mitigation Planting" for the Mitigation Planting Construction shall be full compensation for selective clearing, mowing, seeding, furnishing and installing all plants. Bark mulch rings, plant protectors, and monitoring stakes - as described in Special Provisions Section 8-01 and Section 8-02. Material descriptions and construction requirements are as described in this

Special Provision and Sections 8-01, 8-02 of the Special Provisions and as shown in the Contract Plans. The long term monitoring and maintenance (after one-year plant guarantee period) shall be done by others.

8-11, GUARDRAIL

8-11.3 Construction Requirements

8-11.3(1) Beam Guardrail

Section 8-11.3(1) is supplemented with the following:

(April 5, 2010)

This project may contain a mixture of steel and wood posts. The bidder is advised that post selection shall be as detailed in the plans and these specifications.

8-23, TEMPORARY PAVEMENT MARKINGS

8-23.4 Measurement

(******)

Section 8-23.4 is revised to read:

No measurement will be made for Temporary Pavement Markings.

8-23.5 Payment

(******)

Section 8-23.5 is revised to read:

All costs for furnishing, installing, maintaining, and removing Temporary Pavement Markings shall be included in the cost of HMA Class ½" PG 64-22.

DIVISION 9
MATERIALS

9-03 AGGREGATES

(January 5, 2004)

9-03.8 (2) HMA Test Requirements

Section 9-03.8(2) is supplemented with the following:

ESAL's

The number of ESAL's for the design and acceptance of the HMA shall be *** 1.0 *** million.

9-03.8(7) HMA Tolerances and Adjustments

(******)

Delete item 1 and replace it with the following:

1. **Job Mix Formula Tolerances**. After the JMF is determined as required in 5-04.3(7)A, the constituents of the mixture at the time of acceptance shall conform to the following tolerances:

	Nonstatistical	Commercial

	Evaluation	Evaluation
Aggregate, percent passing		
1”, ¾”, ½”, and 3/8” sieves	±6%	±8%
U.S. No. 4 sieve	±6%	±8%
U.S. No. 8 sieve	±4%	±8%
U.S. No. 16 sieve	±4%	±8%
U.S. No. 30 sieve	±4%	±8%
U.S. No. 50 sieve	±4%	±8%
U.S. No. 100 sieve	±4%	±8%
U.S. No. 200 sieve	±2.0%	±3.0%
Asphalt Binder	±0.5%	±0.7%
VMA	1.5% below minimum value in 9-03.8(2)	
VFA	min. and max. as listed in 9-03.8(2)	
Va	2.5% minimum and 5.5% maximum	

These tolerance limits constitute the allowable limits as described in Section 1-06.2. The tolerance limit for aggregate shall not exceed the limits of the control points section, except the tolerance limits for sieves designated as 100% passing will be 99-100.

9-14.1 (2) Top Soil Type B

The last paragraph of Section 9-14.1(2) is revised to read:

In the production of Topsoil Type B all vegetative matter, less than 1 feet in height shall become a part of the topsoil. Prior to topsoil removal, the contractor shall reduce the native vegetation to a height not exceeding 1/2 foot.

POWER EQUIPMENT

(******)

The successful bidder will be required to furnish the County a list of all equipment that they anticipate utilizing on this project.

The bidder's attention is directed to the attached Power Equipment Form, which the successful bidder will be required to complete and return with the contract documents. This information will enable hourly rental rates to be computed by the County, utilizing the "Rental Rate Blue Book for Construction Equipment". No payment for any force account work will be allowed until this form has been returned and accepted by the County.

E-VERIFY

(******)

“Effective June 21st, 2010, all contracts with a value of ≥ $100,000 shall require that the awarded contractor register with the Department of Homeland Security E-Verify program. Contractors shall have sixty days after the execution of the contract to register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security (DHS) E-Verify program. After completing the MOU the contractor shall have an additional sixty days to provide a written record on the authorized employment status of their employees and those of any sub-contractor(s) currently assigned to the contract. Employees hired during the execution of the contract and after submission of the initial

verification will be verified to the county within 30 days of hire, as reported from the E-Verify program. The contractor will continue to update the County on all corrective actions required and changes made during the performance of the contract."

BOND

(******)

The Bidder's special attention is directed to the attached bond form, which the successful bidder will be required to execute and furnish the County. **NO OTHER BOND FORMS WILL BE ACCEPTED.** The bond shall be for the full amount of the contract.

LEWIS COUNTY ESTIMATES AND PAYMENT POLICY

(******)

On or before the 5th day of each calendar month during the term of this contract, the Contracting Agency shall prepare monthly Progress Payments for work completed and material furnished. If the Contractor agrees, the Contractor will approve the Progress Payment and return the estimate to the Contracting Agency by the 15th day of that same calendar month. The Contracting Agency shall prepare a voucher based upon the approved Progress Payment and payment based thereon shall be due the Contractor near the 10th day of the next calendar month. Material Supply contracts involving delivery of prefabricated material or stockpile material only (no physical work on Contracting Agency property) may be reimbursed via Contractor generated invoices upon written approval by the Engineer. Reimbursement by invoice shall not be subject to late charges listed on the Contractor's standard invoice form.

When the Contractor reports the work is completed he/she shall then notify the Contracting Agency. The Contracting Agency shall inspect the work and report any deficiencies to the Contractor. When the Contracting Agency is satisfied the work has been completed in accordance with all plans and specifications, the Contracting Agency shall then accept the work.

Upon completion of all work described in this Contract, the Contracting Agency shall prepare a Final Progress Payment and Final Contract Voucher for approval by the Contractor and processing for final payment. Release of the Contract Bond will be 60 days following Contracting Agency Final Acceptance of Contract, provided the conditions of Section 1-03.4 and Section1-07.2 of these Special Provisions have been satisfied.

APPENDICES

(July 12, 1999)

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

****** APPENDIX A:
Washington State Prevailing Wage Rates
Wage Rate Supplement
Wage Rate Benefit Code Key
Federal Wage Rates

APPENDIX B:
Required Contract Provisions Federal-Aid Construction Contracts – FHWA 1273
Amendment Required Contract Provisions Federal-Aid Construction Contracts

APPENDIX C:

Bid Proposal Documents

APPENDIX D:
Contract Documents

APPENDIX E:
Permit Documents

APPENDIX F:
Temporary Traffic Control Plans

APPENDIX G:
Right of Way agreements
Right of Way Plans

APPENDIX H:
Standard Plans
Contract Plans ******

1

(AUGUST 1, 2016)
STANDARD PLANS

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 16-048, effective August 1, 2016 is made a part of this contract.

The Standard Plans are revised as follows:

A-30.15
DELETED

A-40.10
Section View, PCCP to HMA Longitudinal Joint, callout, was – "Sawed Groove ~ Width 3/16" (IN) MIN. to 5/16" (IN) MAX. ~ Depth 1" (IN) MIN. ~ see Std. Spec. 5-04.3(12)B" is revised to read; "Sawed Groove ~ Width 3/16" (IN) MIN. to 5/16" (IN) MAX. ~ Depth 1" (IN) MIN. ~ see Std. Spec. Section 5-04.3(12)A2"

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

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

A-50.30
Sheet 2 of 2, Plan (top), reference C-14a is revised to C-70.10

A-60.30
Note 4, was – "If the ACP and membrane is to be removed from the bridge deck, see GSP 023106 for deck preparation before placing new membrane." Is revised to read; "If the ACP and membrane is to be removed from the bridge deck, see GSP 6-02.3(10)D.OPT6.GB6 for deck preparation before placing new membrane."

B-10.20 and B-10.40
Substitute "step" in lieu of "handhold" on plan

B-15.60
Table, Maximum Knockout Size column, 120" Diam., 42" is revised to read; 96"

B-25.20
Add Note 7. See Standard Specification Section 8-04 for Curb and Gutter requirements

B-40.40
Note 2, was – "When bolt-down grates are specified in the Contract, provide two slots in the grate that are centered with the holes in the frame. Location of bolt-down slots varies among different manufacturers." Is revised to read; "Bolt-down capability is required on all frames, grates, and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 5/8" (in) – 11 NC x 2" (in) Allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturers."

B-55.20
Metal Pipe elevation, title is revised to read; "Metal Pipe and Steel Rib Reinforced Polyethylene Pipe"

B-90.40
Offset & Bend details, add the subtitle, “Plan View” above titles

C-16a
Note 1, reference C-28.40 is revised to C-20.10

C-16b
Note 3, reference C-28.40 is revised to C-20.10

C-22.41
DELETED

D-10.10
Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.15
Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.20
Wall Type 3 may be used in all cases. The last sentence of Note 6 on Wall Type 3 shall be revised to read: The seismic design of these walls has been completed using a site adjusted (effective) peak ground acceleration of 0.32g.

D-10.25
Wall Type 4 may be used in all cases. The last sentence of Note 6 on Wall Type 4 shall be revised to read: The seismic design of these walls has been completed using a site adjusted (effective) peak ground acceleration of 0.32g.

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

D-10.45
Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the revisions stated in the 11/3/15 Bridge Design memorandum.

D-15.10

STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.20
STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.30
STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

F-10.12
Section Title, was – “Depressed Curb Section” is revised to read: “Depressed Curb and Gutter Section”

F-10.40
“EXTRUDED CURB AT CUT SLOPE”, Section detail - Deleted

F-10.42
DELETE – “Extruded Curb at Cut Slope” View

H-70.20
Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard Plan I-70.10 is revised to H-70.10

J-3
DELETED

J-3b
DELETED

J-3C
DELETED

J-10.21
Note 18, was – “When service cabinet is installed within right of way fence, see Standard Plan J-10.22 for details.” Is revised to read; “When service cabinet is installed within right of way fence, or the meter base is mounted on the exterior of the cabinet, see Standard Plan J-10.22 for details.”

J-10.22
Key Note 1, was – “Meter base per serving utility requirements~ as a minimum, the meter base shall be safety socket box with factory-installed test bypass facility that meets the requirements of EUSERC drawing 305.” Is revised to read; “Meter base per serving utility requirements~ as a minimum, the meter base shall be safety socket box with factory-installed test bypass facility that meets the requirements of EUSERC drawing 305. When the utility requires meter base to be mounted on the side or back of the service cabinet, the meter base enclosure shall be fabricated from type 304 stainless steel.”
Key Note 4, “Test with (SPDT Snap Action, Positive close 15 Amp – 120/277 volt “T” rated). Is revised to read: “Test Switch (SPDT snap action, positive close 15 amp – 120/277 volt “T” rated).”

Key Note 14, was – “Hinged dead front with ¼ turn fasteners or slide latch.” Is revised to read; “Hinged dead front with ¼ turn fasteners or slide latch. ~ Dead front panel bolts shall not extend into the vertical limits of the breaker array(s).”
Key Note 15, was – “Cabinet Main Bonding Jumper. Buss shall be 4 lug tinned copper. See Cabinet Main bonding Jumper detail, Standard Plan J-3b.“ is revised to read; “Cabinet Main Bonding Jumper Assembly ~ Buss shall be 4 lug tinned copper ~ See Standard Plan J-10.20 for Cabinet Main Bonding Jumper Assembly details.”

J-20.10
Add Note 5, “5. One accessible pedestrian signal assembly per pedestrian pushbutton post.”

J-20.11
Sheet 2, Foundation Detail, Elevation, callout – “Type 1 Signal Pole” is revised to read: “Type PS or Type 1 Signal Pole”
Sheet 2, Foundation Detail, Elevation, add note below Title, “(Type 1 Signal Pole Shown)”
Add Note 6, “6. One accessible pedestrian signal assembly per pedestrian pushbutton post.”

J-20.26
Add Note 1, “1. One accessible pedestrian pushbutton station per pedestrian pushbutton post.”

J-20.16
View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

J-21.10
Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR.. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.
Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.
Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.
Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

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
Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE

J-22.15
Ramp Meter Signal Standard, elevation, dimension 4’ - 6” is revised to read; 6’-0”
(2x) Detail A, callout, was – LOCK NIPPLE ~ 1 ½” DIAM. is revised to read; CHASE NIPPLE ~ 1 ½” (IN) DIAM.

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-60.14
All references to J-16b (6x) are revised to read; J-60.11

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

M-11.10
Layout, dimension (from stop bar to "X"), was – 23' is revised to read; 24'

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

B-5.20-01.....6/16/11
B-5.40-01.....6/16/11
B-5.60-01.....6/16/11
B-10.20-01.....2/7/12
B-10.40-00.....6/1/06
B-10.60-00.....6/8/06
B-15.20-01.....2/7/12
B-15.40-01.....2/7/12
B-15.60-01.....2/7/12
B-20.20-02.....3/16/12
B-20.40-03.....3/16/12
B-20.60-03.....3/15/12
B-25.20-01.....3/15/12
B-25.60-00.....6/1/06
B-30.10-01.....4/26/12
B-30.20-02.....4/26/12
B-30.30-01.....4/26/12
B-30.40-01.....4/26/12
B-30.50-01.....4/26/12
B-30.70-03.....4/26/12
B-30.80-00.....6/8/06
B-30.90-01.....9/20/07
B-35.20-00.....6/8/06
B-35.40-00.....6/8/06
B-40.20-00.....6/1/06
B-40.40-01.....6/16/10
B-45.20-00.....6/1/06
B-45.40-00.....6/1/06
B-50.20-00.....6/1/06
B-55.20-00.....6/1/06
B-60.20-00.....6/8/06
B-60.40-00.....6/1/06
B-65.20-01.....4/26/12
B-65.40-00.....6/1/06
B-70.20-00.....6/1/06
B-70.60-00.....6/1/06
B-75.20-01.....6/10/08
B-75.50-01.....6/10/08
B-75.60-00.....6/8/06
B-80.20-00.....6/8/06
B-80.40-00.....6/1/06
B-82.20-00.....6/1/06
B-85.10-01.....6/10/08
B-85.20-00.....6/1/06
B-85.30-00.....6/1/06
B-85.40-00.....6/8/06
B-85.50-01.....6/10/08
B-90.10-00.....6/8/06
B-90.20-00.....6/8/06
B-90.30-00.....6/8/06
B-90.40-00.....6/8/06
B-90.50-00.....6/8/06
B-95.20-01.....2/3/09
B-95.40-00.....6/8/06

C-1.....7/12/16
C-1a.....7/14/15
C-1b.....7/14/15
C-1c.....7/12/16
C-1d.....10/31/03
C-2.....1/6/00
C-2a.....6/21/06
C-2b.....6/21/06
C-2c.....6/21/06
C-2d.....6/21/06
C-6.....7/15/16
C-6a.....10/14/09
C-6c.....7/15/16
C-6d.....7/15/16
C-6f.....7/15/16
C-7.....6/16/11
C-7a.....6/16/11
C-8.....2/10/09
C-8a.....7/25/97
C-8b.....2/29/16
C-23.60-03.....6/11/14
C.24.10-01.....6/11/14
C-25.18-05.....7/14/15
C-25.20-06.....7/14/15
C-25.22-05.....7/14/15
C-25.26-03.....7/14/15
C-25.80-04.....7/15/16
C-40.14-02.....7/2/12
C-40.16-02.....7/2/12
C-40.18-02.....7/2/12

C-2e.....6/21/06
C-2f.....3/14/97
C-2g.....7/27/01
C-2h.....3/28/97
C-2i.....3/28/97
C-2j.....6/12/98
C-2k.....7/12/16
C-2n.....7/12/16
C-2o.....7/13/01
C-2p.....10/31/03
C-3.....7/2/12
C-3a.....10/4/05
C-3b.....6/27/11
C-3c.....6/27/11
C-4b.....7/15/16
C-4e.....7/15/16
C-4f.....7/2/12
C-16b.....6/3/10
C-8e.....2/21/07
C-8f.....6/30/04
C-10.....7/15/16
C-16a.....6/3/10
C-20.10-03.....7/14/15
C-20.14-03.....6/11/14
C-20.15-02.....6/11/14
C-20.18-02.....6/11/14
C-20.19-02.....6/11/14
C-20.40-05.....7/14/15
C-20.41-01.....7/14/15
C-20.42-05.....7/14/15
C-20.45.01.....7/2/12
C-22.14-04.....7/15/16
C-22.16-05.....7/14/15
C-22.40-05.....7/15/16
C-22.45-02.....7/15/16
C-70.10-01.....6/17/14
C-75.10-01.....6/11/14
C-75.20-01.....6/11/14
C-75.30-01.....6/11/14
C-80.10-01.....6/11/14
C-80.20-01.....6/11/14
C-80.30-01.....6/11/14
C-80.40-01.....6/11/14
C-80.50-00.....4/8/12
C-85.10-00.....4/8/12
C-85.11-00.....4/8/12
C-85.14-01.....6/11/14
C-85.15-01.....6/30/14
C-85.16-01.....6/17/14
C-85-18-01.....6/11/14
C-85.20-01.....6/11/14
C-90.10-00.....7/3/08

D-2.04-00.....11/10/05
D-2.06-01.....1/6/09
D-2.08-00.....11/10/05
D-2.14-00.....11/10/05
D-2.16-00.....11/10/05
D-2.18-00.....11/10/05
D-2.20-00.....11/10/05
D-2.32-00.....11/10/05
D-2.34-01.....1/6/09
D-2.36-03.....6/11/14
D-2.42-00.....11/10/05
D-2.44-00.....11/10/05
D-2.60-00.....11/10/05
D-2.62-00.....11/10/05
D-2.46-01.....6/11/14
D-2.48-00.....11/10/05
D-2.64-01.....1/6/09
D-2.66-00.....11/10/05
D-2.68-00.....11/10/05
D-2.80-00.....11/10/05
D-2.82-00.....11/10/05
D-2.84-00.....11/10/05
D-2.86-00.....11/10/05
D-2.88-00.....11/10/05
D-2.92-00.....11/10/05
D-3.09-00.....5/17/12
D-3.10-01……5/29/13
D-3.11-03……6/11/14
D-3.15-02……6/10/13
D-3.16-02……5/29/13
D-3.17-02……5/9/16
D-4.....12/11/98
D-6.....6/19/98
D-10.10-01.....12/2/08
D-10.15-01.....12/2/08
D-10.20-00.....7/8/08
D-10.25-00.....7/8/08
D-10.30-00.....7/8/08
D-10.35-00.....7/8/08
D-10.40-01.....12/2/08
D-10.45-01.....12/2/08
D-15.10-01.....12/2/08
D-15.20-03.....5/9/16
D-15.30-01.....12/02/08

E-1.....2/21/07
E-2.....5/29/98
E-4.....8/27/03
E-4a.....8/27/03

F-10.12-03.....6/11/14
F-10.16-00.....12/20/06
F-10.18-00.....6/27/11
F-10.40-03.....6/29/16
F-10.42-00.....1/23/07
F-10.62-02.....4/22/14
F-10.64-03.....4/22/14
F-30.10-03.....6/11/14
F-40.12-03.....6/29/16
F-40.14-03.....6/29/16
F-40.15-03.....6/29/16
F-40.16-03.....6/29/16
F-45.10-02.....7/15/16
F-80.10-04.....7/15/16

G-10.10-00.....9/20/07
G-20.10-02.....6/23/15
G-22.10-03.....7/10/15
G-24.10-00.....11/8/07
G-24.20-01.....2/7/12
G-24.30-01.....2/7/12
G-24.40-06.....2/29/16
G-25.10-04.....6/10/13
G-30.10-04.....6/23/15
G-50.10-02.....6/23/15
G-60.10-03.....6/18/15
G-60.20-02.....6/18/15
G-60.30-02.....6/18/15
G-70.10-03.....6/18/15
G-90.10-02……4/28/16
G-90.11-00……4/28/16
G-90.20-04……4/28/16
G-90.30-03……4/28/16
G-90.40-02……4/28/16
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