Lewis County
Department of Public Works
Engineering Division

CONTRACT PROVISIONS AND PLANS

FOR CONSTRUCTION OF:

LEWIS COUNTY ROAD SAFETY PROJECT PHASE 2

FEDERAL AID PROJECT NO. HSIP-000S(417)
F.A. Contract No. TA-5761
COUNTY ROAD PROJECT NO. 2174B
BOOK 1 OF 2
March, 2017

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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

January 3, 2017

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.

1-04.3 Reference Information

This section is supplemented with the following new sentence:

If a document that is provided as reference information contains material also included as a part of the Contract, that portion of the document shall be considered a part of the Contract and not as Reference Information.

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

January 3, 2017

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.

1-07.3(1) Forest Fire Prevention

This section is supplemented with the following new subsections:

1-07.3(1)A Fire Prevention Control and Countermeasures Plan

The Contractor shall prepare and implement a project-specific fire prevention, control, and countermeasures plan (FPCC Plan) for the duration of the project. The Contractor shall submit a Type 2 Working Drawing no later than the date of the preconstruction conference.

1-07.3(1)A1 FPCC Plan Implementation Requirements

The Contractor's FPCC Plan shall be fully implemented at all times. The Contractor shall update the FPCC Plan throughout project construction so that the plan reflects actual site conditions and practices. The Contractor shall update the FPCC Plan at least annually and maintain a copy of the updated FPCC Plan that is available for inspection on the project site.

Revisions to the FPCC Plan and the Industrial Fire Precaution Level (IFPL) shall be discussed at the weekly project safety meetings.

1-07.3(1)A2 FPCC Plan Element Requirements
The FPCC Plan shall include the following:

1. The names, titles, and contact information for the personnel responsible for implementing and updating the plan.

2. The names and telephone numbers of the Federal, State, and local agencies the Contractor shall notify in the event of a fire.

3. All potential fire causing activities such as welding, cutting of metal, blasting, fueling operations, etc.

4. The location of fire extinguishers, water, shovels, and other firefighting equipment.

5. The response procedures the Contractor shall follow in the event of a fire.

Most of Washington State is covered under the IFPL system which, by law, is managed by the Department of Natural Resources (DNR). It is the Contractor's responsibility to be familiar with the DNR requirements and to verify whether or not IFPL applies to the specific project.

If the Contractor wishes to continue a work activity that is prohibited under an industrial fire precaution level, the Contractor shall obtain a waiver from the DNR and provide a copy to the Engineer prior to continuation of work on the project.

If the IFPL requirements prohibit the Contractor from performing Work the Contractor may be eligible for an unworkable day in accordance with Section 1-08.5.

The Contractor shall comply with the requirements of these provisions at no additional cost to the Contracting Agency.

1-07.8 High-Visibility Apparel
The last paragraph is revised to read:

High-visibility garments shall be labeled as, and in a condition compliant with the ANSI/ISEA 107 (2004 or later version) and shall be used in accordance with manufacturer recommendations.

1-07.8(1) Traffic Control Personnel
In this section, references to "ANSI/ISEA 107-2004" are revised to read "ANSI/ISEA 107".

1-07.8(2) Non-Traffic Control Personnel
In this section, the reference to "ANSI/ISEA 107-2004" is revised to read "ANSI/ISEA 107".

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

January 3, 2017

1-08.1 Subcontracting

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

Whenever the Contractor withholds payment to a Subcontractor for any reason including disputed amounts, the Contractor shall provide notice within 10 calendar days to the Subcontractor with a copy to the Contracting Agency identifying the reason for the withholding and a clear description of what the Subcontractor must do to have the withholding released.

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

The Monthly Payment Summary shall include all Subcontractors that performed work that was paid on the progress estimate by the Contracting Agency.

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".

The last sentence in item number 11 of the first paragraph is revised to read:

The Contractor may also require any documentation from the Subcontractor that is required by the subcontract or by the Contract between the Contractor and Contracting Agency or by law such as affidavits of wages paid, and material acceptance certifications to the extent that they relate to the Subcontractor's Work.

Item number 12 of the first paragraph is revised to read:

12. If the Contractor fails to comply with the requirements of the Specification and the Subcontractor's retainage or retainage bond is wrongfully withheld, the Contractor will be subject to the actions described in No. 7 listed above. The Subcontractor may also seek recovery against the Contractor under applicable prompt pay statutes in addition to any other remedies provided for by the subcontract or by law.

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

January 3, 2017

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.

1-10.3(2)C Lane Closure Setup/Takedown

The following new paragraph is inserted before the last paragraph:

> Channelization devices shall not be moved by traffic control personnel across an open lane of traffic. If an existing setup or staging of traffic control devices require crossing an open lane of traffic, the traffic control devices shall be taken down completely and then set up in the new configuration.

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 2-06, Subgrade Preparation

January 3, 2017

2-06.3(2) Subgrade for Pavement

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

> The Contractor shall compact the Subgrade to a depth of 6 inches to 95 percent of maximum density as determined by the compaction control tests for granular materials.

Section 3-04, Acceptance of Aggregate

January 3, 2017

3-04.5 Payment

In Table 1, the **Contingent Unit Price Per Ton** value for the item HMA Aggregate is revised to read "$15.00".

Section 4-04, Ballast and Crush Surfacing

January 3, 2017

4-04.3(5) Shaping and Compaction

The first sentence is revised to read:

> Immediately following spreading and final shaping, each layer of surfacing shall be compacted to at least 95 percent of maximum density determined by the requirements of Section 2-03.3(14)D before the next succeeding layer of surfacing or pavement is placed.

Section 5-01, Cement Concrete Pavement Rehabilitation

January 3, 2017

In this section, "portland cement" is revised to read "cement".

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(1)A Concrete Mix Designs

This section, including title, is revised to read:

5-01.3(1)A Mix Designs

The Contractor shall use either concrete patching materials or cement concrete for the rehabilitation of cement concrete pavement. Concrete patching materials shall be used for spall repair and dowel bar retrofitting and cement concrete shall be used for concrete panel replacement.

5-01.3(1)A1 Concrete Patching Materials

Item number 1 is revised to read:

1. **Materials** – The prepackaged concrete patching material and the aggregate extender shall conform to Section 9-20.

5-01.3(1)A2 Portland Cement Concrete

This section, including title, is revised to read:

5-01.3(1)A2 Cement Concrete for Panel Replacement

Cement concrete for panel replacement shall meet the requirements of Sections 5-05.3(1) and 5-05.3(2) and be air entrained with a design air content of 5.5 percent. Cement concrete for panel replacement may use rapid hardening hydraulic cement meeting the requirements of Section 9-01.2(2). Rapid hardening hydraulic cement will be considered a cementitious material for the purpose of calculating the water/cementitious materials ratio and the minimum cementitious materials requirement.

5-01.3(1)B Equipment

This section's title is revised to read:

Equipment for Panel Replacement

5-01.3(2)B Portland Cement Concrete

This section's title is revised to read:

Cement Concrete for Panel Replacement

This section is supplemented with the following new subsection:

5-01.3(2)B1 Conformance to Mix Design

Acceptance of cement concrete pavement for panel replacement shall be in accordance with Section 5-01.3(2)B. The cement, coarse, and fine aggregate weights shall be within the tolerances of the mix design in accordance with Section 5-05.3(1).

5-01.3(2)B1 Rejection of Concrete

This section is renumbered as follows:

5-01.3(2)B2 Rejection of Concrete

5-01.3(4) Replace Portland Cement Concrete Panel

This section's title is revised to read:

Replace Cement Concrete Panel

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(9) Portland Cement Concrete Pavement Grinding

This section's title is revised to read:

Cement Concrete Pavement Grinding

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

January 3, 2017

5-05.3(1) Concrete Mix Design for Paving

In last sentence of the second paragraph of item number 1, the reference to "Section 9-01.2(4)" is revised to read "Section 9-01.2(1)B".

The following is inserted after item number 2:

3. **Mix Design Modifications** - The Contractor may initiate adjustments to the aggregate proportions of the approved mix design. An adjustment in both the fine and coarse aggregate batch target weights of plus or minus 200 pounds per cubic yard will be allowed without resubmittal of the mix design. The adjusted aggregate weights shall become the new batch target weights for the mix design.

Item number 3 is renumbered to 4 and revised (up until the table) to read:

4. **Conformance to Mix Design** - Cement and coarse and fine aggregate weights shall be within the following tolerances of the batch target weights of the mix design:

Portland Cement Concrete Batch Weights		
Cement	+5%	-1%
Coarse Aggregate	+2%	-2%
Fine Aggregate	+2%	-2%

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

January 3, 2017

6-02.3(2) Proportioning Materials

In the sixth paragraph, the reference to "Section 9-01.2(4)" is revised to read "9-01.2(1)B".

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)K Concrete Forms on Steel Spans

In the last paragraph, "ASTM A325" is revised to read "ASTM F3125 Grade A325".

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

The fifth paragraph is deleted.

6-02.3(25)J Horizontal Alignment

The first paragraph (up until the colon) is revised to read:

The Contractor shall check and record the horizontal alignment (sweep) of each girder at the following times:

The second and third paragraphs are revised to read:

Horizontal alignment of the top and bottom flanges shall be checked and recorded. Alternatively, the Contractor may check and record the horizontal alignment of the web near mid-height of the girder. Each check shall be made by measuring the maximum offset at mid-span relative to a chord that starts and stops at the girder ends. The Contractor shall check and record the alignment at a time when the girder is not influenced by temporary differences in surface temperature. Records for the initial check (item 1 above) shall be included in the Contractor's prestressed concrete certificate of compliance. Records for all other checks shall be submitted as a Type 1 Working Drawing.

Immediately after the girder is removed from the casting bed, the alignment shall not be offset more than ⅛ inch for each 10 feet of girder length. Any girder that exceeds an 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(25)O Girder to Girder Connections

The first sentence of item number 2 in the second paragraph is revised to read:

Intermediate diaphragms shall be placed and weld ties shall be welded in accordance with Section 6-03.3(25).

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 6-03, Steel Structures

January 3, 2017

6-03.3(33) Bolted Connections

In this section, “AASHTO M253” is revised to read “ASTM F3125 Grade A490”, “ASTM F1852” is revised to read “ASTM F3125 Grade F1852”, and “ASTM A325” is revised to read “ASTM F3125 Grade A325”.

In the headings of Table 3, “A 325” is revised to read “ASTM F3125 Grade A325”.

In the headings of Table 3, “M 253” is revised to read “ASTM F3125 Grade A490”.

6-05.AP6

Section 6-05, Piling
August 1, 2016

In this section, the words “capacity” and “capacities” are replaced with “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

January 3, 2017

6-07.3(10)A Containment

The first sentence of the fourth paragraph is replaced with the following two new sentences:

The containment system shall ensure no discharge into waters of the state. When there is no threat to discharging to the waters of the state, emissions shall not exceed the Level 2 Emissions standard in SSPC Technology Guide No. 6, Section 5.5, and assessed by Method A, Visible Emissions.

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 6-08, Waterproofing

January 3, 2017
This section and all subsections, including title, is revised to read:

6-08 Bituminous Surfacing on Structure Decks

6-08.1 Description

This Work consists of removing and placing Hot Mix Asphalt (HMA) or Bituminous Surface Treatment (BST) directly on or over a Structure. This Work also includes performing concrete bridge deck repair, applying waterproofing membrane, and sealing paving joints.

6-08.2 Materials

Materials shall meet the requirements of the following sections:

Bituminous Surface Treatment	5-02.2
Hot Mix Asphalt	5-04.2
Joint Sealants	9-04.2
Closed Cell Foam Backer Rod	9-04.2(3)A
Waterproofing Membrane (Deck Seal)	9-11
Bridge Deck Repair Material	9-20.5

6-08.3 Construction Requirements

6-08.3(1) Definitions

Adjusted Removal Depth – the Bituminous Pavement removal depth specified by the Engineer to supersede the Design Removal Depth after review of the Contractor survey of the existing Bituminous Pavement grade profile.

Bituminous Pavement – the surfacing material containing an asphalt binder.

Design Removal Depth – the value shown in the "pavement schedule" or elsewhere in the Plans to indicate the design thickness of Bituminous Pavement to be removed.

Final Grade Profile – the compacted finished grade surface of completed Bituminous Pavement surfacing consisting of a vertical profile and superelevation cross-slope, developed by the Engineer for Grade Controlled Structure Decks based on the Contractor survey.

Grade Controlled – a Structure Deck requiring restriction of Bituminous Pavement work, including restriction of pavement removal methods and restriction of overlay pavement thicknesses.

Structure Deck – the bridge deck (concrete or timber), bridge approach slab, top of concrete box culvert, or other concrete surfaces over or upon which existing Bituminous Pavement is removed and new Bituminous Pavement is applied.

6-08.3(2) Contractor Survey for Grade Controlled Structure Decks

Prior to removing existing Bituminous Pavement from a Grade Controlled Structure Deck, the Contractor shall complete a survey of the existing surface for use in establishing the

existing cross section and grade profile elevations. When removal of Bituminous Pavement is to be achieved by rotary milling/planing, the Contractor's survey shall also include the depths of the existing surfacing at each survey point.

The Contractor is responsible for all calculations, surveying, installation of control points, and measuring required for setting, maintaining and resetting equipment and materials necessary for the construction of the overlay to the Final Grade Profile.

6-08.3(2)A Survey Requirements

The Contractor shall establish at least two primary survey control points for controlling actual Bituminous Pavement removal depth and the Final Grade Profile. Horizontal control shall be by station and offset which shall be tied to either the Roadway centerline or the Structure centerline. Vertical control may be an assumed datum established by the Contractor.

Primary control points shall be described by station or milepost and offset on the baseline selected by the Contractor. The Contractor may expand the survey control information to include secondary horizontal and vertical control points as needed for the project.

Survey information collected shall include station or milepost, offset, and elevation for each lane line and curb line. Survey information shall be collected at even 20 foot station intervals, and along the centerline of each bridge expansion joint. The survey shall extend 300'-0" beyond the bridge back of pavement seat or end of Structure Deck. The survey information shall include the top of Bituminous Pavement elevation and, when rotary milling/planing equipment is used, the corresponding depth of Bituminous Pavement to the Structure Deck. The Contractor shall ensure a surveying accuracy to within ± 0.01 feet for vertical control and ± 0.2 feet for horizontal control.

Voids in HMA created by the Contractor's Bituminous Pavement depth measurements shall be filled by material conforming to Section 9-20 or another material acceptable to the Engineer.

6-08.3(2)B Survey Submittal

The Contractor's survey records shall include descriptions of all survey control points including station/milepost, offset, and elevations of all secondary control points. The Contractor shall maintain survey records of sufficient detail to allow the survey to be reproduced. The Contractor shall submit a Type 2 Working Drawing consisting of the compiled survey records and information. Survey data shall be submitted as an electronic file in Microsoft Excel format.

6-08.3(2)C Final Grade Profile and Adjusted Removal Depth

Based on the results of the survey, the Engineer may develop a Final Grade Profile and Adjusted Removal Depth. If they are developed, the Final Grade Profile and Adjusted Removal Depth will be provided to the Contractor within three working days after receiving the Contractor's survey information. When provided, the Adjusted Removal Depth supersedes the Design Removal Depth to become the Bituminous Pavement removal depth for that Structure Deck.

6-08.3(3) General Bituminous Pavement Removal Requirements

The Contractor shall remove Bituminous Pavement and associated deck repair material from Structure Decks to the horizontal limits shown in the Plans and to either the specified or adjusted Bituminous Pavement removal depth as applicable.

Removal of Bituminous Pavement within 12-inches of existing permanent features that limit the reach of the machine or the edge of the following items shall be by hand or by hand operated (nominal 30-pounds class) power tools: existing bridge expansion joint headers; steel expansion joint assemblies; concrete butt joints between back of pavement seats and bridge approach slabs, bridge drain assemblies; thrie beam post steel anchorage assemblies fastened to the side or top of the Structure Deck.

When removing Bituminous Pavement with a planer, Section 5-04.3(14) shall apply. If the planer contacts the Structure Deck in excess of the specified planing depth tolerance, or contacts steel reinforcing bars at any time, the Contractor shall immediately cease planing operations and notify the Engineer. Planing operations shall not resume until completion of the appropriate adjustments to the planing machine and receiving the Engineer's concurrence to resume.

6-08.3(4) Partial Depth Removal of Bituminous Pavement from Structure Decks

The depth of surfacing removal, as measured to the bottom of the lowest milling groove generated by the rotary milling/planing machine shall be +0.01, -0.02-feet of the specified or Adjusted Removal Depth as applicable.

6-08.3(5) Full Depth Removal of Bituminous Pavement from Structure Decks

6-08.3(5)A Method of Removal

The Contractor shall perform full depth removal by a method that does not damage or remove the Structure Deck in excess of the specified Bituminous Pavement removal tolerance. The Contractor shall submit a Type 2 Working Drawing consisting of the proposed methods and equipment to be used for full depth removal.

6-08.3(5)B Planer Requirements for Full Depth Removal

The final planed surface shall have a finished surface with a tolerance of +0.01, -0.02 feet within the planed surface profile, as measured from a 10-foot straight edge. Multiple passes of planing to achieve smoothness will not be allowed.

In addition to Section 6-08.3(3), the planing equipment shall conform to the following additional requirements:

1. The cutting tooth spacing on the rotary milling head shall be less than or equal to ¼ inch.

2. The rotary milling/planing machine shall have cutting teeth that leave a uniform plane surface at all times. All teeth on the mill head shall be kept at a maximum differential tolerance of $\frac{3}{8}$-inch between the shortest and longest tooth, as measured by a straight edge placed the full width of the rotary milling head.

3. Cutting tips shall be replaced when 30 percent of the total length of the cutting tip material remains.

Prior to each day's Bituminous Pavement removal operations, the Contractor shall confirm to the satisfaction of the Engineer that the rotary head cutting teeth are within the specified tolerances.

6-08.3(5)C Structure Deck Cleanup after Bituminous Pavement Removal

Waterproofing membrane that is loose or otherwise not firmly bonded to the Structure Deck shall be removed as an incidental component of the Work of surfacing removal.

Existing waterproofing membrane bonded to the Structure Deck need not be removed.

6-08.3(6) Repair of Damage due to Bituminous Pavement Removal Operations

All concrete bridge deck, pavement seat, and steel reinforcing bar damage due to the Contractor's surfacing removal operations shall be repaired by the Contractor in accordance with Section 1-07.13, and as specified below.

Damaged concrete in excess of the specified Bituminous Pavement removal tolerance shall be repaired in accordance with Section 6-08.3(7), with the bridge deck repair material placed to the level of the surrounding bridge deck and parallel to the final grade paving profile.

Damaged steel reinforcing bar shall be repaired as follows:

1. Damage to steel reinforcing bar resulting in a section loss less than 20-percent of the bar with no damage to the surrounding concrete shall be left in place and shall be repaired by removing the concrete to a depth ¾-inches around the top steel reinforcing bar and placing bridge deck repair material accepted by the Engineer to the level of the bridge deck and parallel to the final grade paving profile.

2. Damage to steel reinforcing bar resulting in a section loss of 20-percent or more in one location, bars partially or completely removed from the bridge deck, or where there is a lack of bond to the concrete, shall be repaired by removing the adjacent concrete and splicing a new bar of the same size. Concrete shall be removed to provide a ¾-inch minimum clearance around the bars. The splice bars shall extend a minimum of 40 bar diameters beyond each end of the damage.

6-08.3(7) Concrete Deck Repair

This Work consists of repairing the concrete deck after Bituminous Pavement has been removed.

6-08.3(7)A Concrete Deck Preparation

The Contractor, with the Engineer, shall inspect the exposed concrete deck to establish the extent of bridge deck repair in accordance with Section 6-09.3(6), except item 4 in Section 6-09.3(6) does not apply. Areas of Structure Deck left with existing well bonded waterproof membrane after full depth Bituminous Pavement removal are exempt from this inspection requirement.

All loose and unsound concrete within the repair area shall be removed with jackhammers or chipping hammers no more forceful than the nominal 30 pounds class, or other mechanical means acceptable to the Engineer, and operated at angles less than 45 degrees as measured from the surface of the deck to the tool. If unsound concrete exists around the existing steel reinforcing bars, or if the bond between concrete and steel reinforcing bar is broken, the Contractor shall remove the concrete to provide a ¾ inch minimum clearance to the bar. The Contractor shall take care to prevent damage to the existing steel reinforcing bars and concrete to remain.

After removing sufficient concrete to establish the limits of the repair area, the Contractor shall make ¾ inch deep vertical saw cuts and maintain square edges at the boundaries of the repair area. The exposed steel reinforcing bars and concrete in

the repair area shall be abrasive blasted and blown clean just prior to placing the bridge deck repair material.

6-08.3(7)B Ultra-Low Viscosity, Two-Part Liquid, Polyurethane-Hybrid Polymer Concrete

The ultra-low viscosity, two-part liquid, polyurethane-hybrid polymer concrete shall be mixed in accordance with the manufacturer's recommendations.

Aggregate shall conform to the gradation limit requirements recommended by the manufacturer. The aggregate and the ultra-low viscosity, two-part liquid, polyurethane-hybrid polymer concrete shall be applied to the repair areas in accordance with the sequence and procedure recommended by the manufacturer.

All repairs shall be float finished flush with the surrounding surface within a tolerance of $\frac{1}{8}$ inch of a straight edge placed across the full width and breadth of the repair area.

6-08.3(7)C Pre-Packaged Cement Based Repair Mortar

The Contractor shall mix the pre-packaged cement based repair mortar using equipment, materials and proportions, batch sizes, and process as recommended by the manufacturer.

All repairs shall be float finished flush with the surrounding surface within a tolerance of $\frac{1}{8}$ inch of a straight edge placed across the full width and breadth of the repair area.

6-08.3(7)D Cure

All bridge deck repair areas shall be cured in accordance with the manufacturer's recommendations and attain a minimum compressive strength of 2,500 psi before allowing vehicular and foot traffic on the repair and placing waterproofing membrane on the bridge deck over the repair.

6-08.3(8) Waterproof Membrane for Structure Decks

This work consists of furnishing and placing a waterproof sheet membrane system over a prepared Structure Deck prior to placing an HMA overlay. The waterproof membrane system shall consist of a sheet membrane adhered to the Structure Deck with a primer.

The Contractor shall comply with all membrane manufacturer's installation recommendations.

6-08.3(8)A Structure Deck Preparation

The Structure Deck and ambient air temperatures shall be above 50°F and the Structure Deck shall be surface-dry at the time of the application of the primer and membrane.

All areas of a Structure Deck that have fresh cast bridge deck concrete less than 28 days old (not including bridge deck repair concrete placed in accordance with Section 6-08.3(7)) shall cure for a period of time recommended by the membrane manufacturer, or as specified by the Engineer, before application of the membrane.

The entire Structure Deck and the sides of the curb and expansion joint headers to the height of the HMA overlay shall be free of all foreign material such as dirt, grease, etc. Prior to applying the primer or sheet membrane, all dust and loose material shall be removed from the Structure Deck with compressed air. All surface defects such

as spalled areas, cracks, protrusions, holes, sharp edges, ridges, etc., and other surface imperfections greater than ¼ inch in width shall be corrected prior to application of the membrane.

6-08.3(8)B Applying Primer

The primer shall be applied to the cleaned deck surfaces at the rate according to the procedure recommended by the membrane manufacturer. All surfaces to be covered by the membrane shall be thoroughly and uniformly coated with primer. Structure Deck areas left with existing well bonded waterproof membrane after bituminous surfacing removal shall receive an application of primer in accordance with the membrane manufacturer's recommendations. Precautionary measures shall be taken to ensure that pools and thick layers of primer are not left on the deck surface. The membrane shall not be applied until the primer has cured or volatile material has substantially dissipated, in accordance with the membrane manufacturer's recommendations.

The primer and waterproof membrane shall extend from the bridge deck up onto the curb face and expansion joint header face the thickness of the HMA overlay. The membrane shall adhere to the vertical surface.

6-08.3(8)C Placing Waterproof Membrane

Membrane application shall begin at the low point on the deck, and continue in a lapped shingle pattern. The overlap shall be a minimum of six inches or greater if recommended by the membrane manufacturer. Membrane seams shall be sealed as recommended by the membrane manufacturer. Hand rollers or similar tools shall be used on the applied membrane to assure firm and uniform contact with the primed Structure surfaces.

The fabric shall be neatly cut and contoured at all expansion joints and drains. The cuts at bridge drains shall be two right angle cuts made to the inside diameter of the bridge deck drain outlet, after which the corners of the waterproof membrane shall be turned down into the drains and laid in a coating of primer.

6-08.3(8)D Membrane Repair and Protection

The waterproof membrane will be visually inspected by the Engineer for uniformity, tears, punctures, bonding, bubbles, wrinkles, voids and other defects. All such deficiencies shall be repaired in accordance with the membrane manufacturer's recommendations prior to placement of the HMA overlay.

The membrane material shall be protected from damage due to the paving operations in accordance with the membrane manufacturer's recommendations. No traffic or equipment except that required for the actual waterproofing and paving operations will be permitted to travel or rest on the membrane until it is covered by the HMA overlay. The use of windrows is not allowed for laydown of HMA on a membrane.

Where waterproofing membrane is placed in stages or applied at different times, a strip of temporary paper shall be used to protect the membrane overlap from the HMA hand removal methods.

6-08.3(9) Placing Bituminous Pavement on Structure Decks

HMA overlay shall be applied on Grade Controlled Structure Decks using reference lines for vertical control in accordance with Section 5-04.3(3)C.

The compacted elevation of the HMA overlay on Structure Decks shall be within ± 0.02 feet of the specified overlay thickness or Final Grade Profile as applicable. Deviations from the final grade paving profile in excess of the specified tolerance and areas of non-conforming surface smoothness shall be corrected in accordance with Section 5-04.3(13).

Final grade Roadway transitions to a Structure Deck with Bituminous Pavement shall not exceed a 0.20 percent change in grade in accordance with the bridge deck transition for HMA overlay Standard Plan, unless shown otherwise in the Plans.

Final grade compacted HMA elevations shall be higher than an adjacent concrete edge by ¼ inch ± $\frac{1}{8}$ inch at all expansion joint headers and concrete butt joints as shown in the concrete to asphalt butt joint details of the bridge paving joint seals Standard Plan. This also applies to steel edges within the limits of the overlay such as bridge drain frames and steel joint riser bars at bridge expansion joints.

6-08.3(9)A Protection of Structure Attachments and Embedments

The Contractor is responsible for protecting all Structure attachments and embedments from the application of BST and HMA.

Drainage inlets that are to remain open, and expansion joints, shall be cleaned out immediately after paving is completed. Materials passing through expansion joints shall be removed from the bridge within 10 working days.

All costs incurred by the Contractor in protective measures and clean up shall be included in the unit Contract prices for the associated Bid items of Work.

6-08.3(10) HMA Compaction on Structure Decks

Compaction of HMA on Structure Decks shall be in accordance with Section 5-04.3(10).

Work rejected in accordance with Section 5-04.3(11) shall include the materials, work, and incidentals to repair an existing waterproof membrane damaged by the removal of the rejected work.

6-08.3(11) Paved Panel Joint Seals and HMA Sawcut and Seal

Bridge paving joint seals shall be installed in accordance with Section 5-04.3(12)B and the details shown in the Plans and Standard Plans.

When concrete joints are exposed after removal of Bituminous Pavement, the joints shall be cleaned and sealed in accordance with Section 5-01.3(8) and the paved panel joint seal details of the bridge paving joint seals Standard Plan, including placement of the closed cell backer rod at the base of the cleaned joint. If waterproofing membrane is required, the membrane shall be slack or folded at the concrete joint to allow for Structure movements without stress to the membrane. After placement of the HMA overlay, the second phase of the paved panel joint seal shall be completed by sawing the HMA and sealing the sawn joint in accordance with Section 5-04.3(12)B2.

6-08.4 Measurement

Removing existing Bituminous Pavement from Structure Decks will be measured by the square yard of Structure Deck surface area with removed overlay.

Bridge deck repair will be measured by the square foot surface area of deck concrete removed with the measurement taken at the plane of the top mat of steel reinforcing bars.

Waterproof membrane will be measured by the square yard surface area of Structure Deck and curb and header surface area covered by membrane.

6-08.5 Payment

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

"Structure Surveying", lump sum.

"Removing Existing Overlay From Bridge Deck___", per square yard.
The unit Contract price per square yard for "Removing Existing Overlay From Bridge Deck___", shall be full pay for performing the Work as specified for full removal of Bituminous Pavement on Structure Decks, including the removal of existing waterproof membrane and disposing of materials.

"Bridge Deck Repair Br. No.___", per square foot.
The unit Contract price per square foot for "Bridge Deck Repair Br. No.___" shall be full pay for performing the Work as specified, including removing and disposing of the concrete within the repair area and furnishing, placing, finishing, and curing the repair concrete.

"Waterproof Membrane Br. No.___", per square yard.
The unit Contract price per square yard for "Waterproof Membrane Br. No.___" shall be full pay for performing the Work as specified, including repairing any damaged or defective waterproofing membrane and repair of damaged HMA overlay.

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 6-12, Noise Barrier Walls

January 3, 2017

6-12.3(9) Access Doors and Concrete Landing Pads

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

The Contractor shall construct concrete landing pads for each access door location as shown in the Plans.

6-12.5 Payment

In the paragraph following the bid item "Noise Barrier Wall Access Door", per each, "concrete landing pad" is revised to read "concrete landing pads".

Section 6-14, Geosynthetic Retaining Walls

January 3, 2017

6-14.3(2) Submittals

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

The Contractor shall submit Type 2E Working Drawings consisting of detailed plans for each wall.

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

January 3, 2017

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's 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(5)B Steel Reinforcing Bar Cage Centralizers

This section is supplemented with the following new sentence:

The Contractor shall furnish and install additional centralizers as required to maintain the specified concrete cover throughout the length of the shaft.

6-19.3(5)C Concrete Cover Over Steel Reinforcing Bars

In the table, the second column (including heading) is revised to read:

Minimum Concrete Cover, and Concrete Cover Tolerance, Except at Permanent Slip Casing (Inches)

3, -1½
4, -2
4, -2
6, -3

The following new paragraph is inserted after the table:

The concrete cover tolerances specified above apply to the concrete cover specified in the Plans, even if it exceeds the minimum concrete cover.

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)A Concrete Class for Shaft Concrete

This section is revised to read:

Shaft concrete shall be Class 5000P conforming to Section 6-02.

6-19.3(7)B Concrete Placement Requirements

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

The Section 6-02.3(6) restriction for 5 feet maximum free fall shall not apply to placement of concrete into a 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 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

January 3, 2017

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 $\frac{3}{16}$ 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 $\frac{1}{8}$ inch per foot of internal span, with a maximum of $\frac{5}{8}$ 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 $\frac{1}{8}$ inch per foot of length with a maximum of $\frac{1}{2}$ inch in any box segment.

5. Length of Legs and Slabs – The variation in length of the legs shall not be more than $\frac{1}{8}$ inch per foot of the rise of the leg per leg with a maximum of $\frac{5}{8}$ inches. The differential length between opposing legs of the same segment shall not be more than $\frac{1}{2}$ inch. Length of independent top slab spans shall not vary by more than $\frac{1}{8}$ inch per foot of span of the top slab, with a maximum of $\frac{5}{8}$ 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 last paragraph is revised to read:

Adjacent precast sections shall be connected by welding the weld-tie anchors in accordance with Section 6-03.3(25). Welding ground shall be attached directly to the steel plates being welded when welding the weld-ties. The weld-tie anchor spacing shall not exceed 6’-0”. After connecting the 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).

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 7-08, General Pipe Installation Requirements

January 3, 2017

7-08.3(1)A Trenches

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

The embankment material shall be compacted to 95 percent of maximum density and the moisture content at the time of compaction shall be between optimum and 3 percentage points below optimum as determined by the Compaction Control Tests specified in Section 2-03.3(14)D.

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 8-09, Raised Pavement Markers

January 3, 2017

8-09.5 Payment

In the last paragraph, “flaggers and spotters” is revised to read “flaggers”.

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

January 17, 2017

8-11.3(1)C Terminal and Anchor Installation

This section is supplemented with the following new paragraph:

Beam Guardrail Non-flared Terminals for Type 1 guardrail shall meet the crash test and evaluation criteria of NCHRP 350 or the Manual for Assessing Safety Hardware (MASH). Beam Guardrail

Non-flared Terminals for Type 31 guardrail shall meet the crash test and evaluation criteria of MASH.

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

January 3, 2017

8-20.1(1) Regulations and Code

The second paragraph is revised to read:

Wherever reference is made in these Specifications or in the Special Provisions to the Code, the rules, or the standards mentioned above, the reference shall be construed to mean the code, rule, or standard that is in effect on the Bid advertisement date.

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)B Conduit Type

The second and third paragraphs are deleted and replaced with the following new paragraph:

PVC and HDPE conduits shall be Schedule 80 unless installed as innerduct.

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.

8-20.3(13)A Light Standards

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

All new and relocated metal light standards shall be numbered for identification using painted 4 inch block gothic letters (similar to series C highway lettering) and numbers installed 3 feet above the base facing the Traveled Way.

The numbered list in the second to last paragraph is deleted and replaced with the following:

NN
CC-SSSS
VVV

Where:
NN – Is the pole number as identified in the Plans. May be one or more characters.
CC – Is the circuit letter as identified in the Plans. May be one or more characters.
SSSS – Is he service cabinet number as identified in the Plans. Do not include the two or three letter prefix. Up to four digits - do not include leading zeros.
VVV – Is the operating voltage of the luminaire. Always three digits.

8-20.3(13)C Luminaires

The first paragraph is revised to read:

The Contractor shall mark the installation date on the inside of the luminaire ballast or driver housing using a permanent marking pen.

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 9-01, Portland Cement

January 3, 2017

This section’s title is revised to read:

Cement

9-01.1 Types of Cement

This section is revised to read:

Cement shall be classified as portland cement, blended hydraulic cement, or rapid hardening hydraulic cement.

9-01.2(2) Vacant

This section, including title, is revised to read:

9-01.2(2) Rapid Hardening Hydraulic Cement

Rapid hardening hydraulic cement shall meet the requirements of ASTM C 1600.

9-01.2(3) Low Alkali Cement

This section is renumbered as follows:

9-01.2(1)A Low Alkali Cement

9-01.2(4) Blended Hydraulic Cement

This section is renumbered as follows:

9-01.2(1)B Blended Hydraulic Cement

In the first paragraph, the last two sentences of item number 3 are revised to read:

Separate testing of each source of fly ash at each proposed replacement level shall be conducted in accordance with ASTM C1012 at the storage temperature prescribed in Section 9.3 of the test procedure. Expansion at 180 days shall be 0.10 percent or less.

In the first paragraph, the last two sentences of item number 4 are revised to read:

Separate testing of each source of slag at each proposed replacement level shall be conducted in accordance with ASTM C1012 at the storage temperature prescribed in Section 9.3 of the test procedure. Expansion at 180 days shall be 0.10 percent or less.

In the first paragraph, the last two sentences of item number 5 are revised to read:

Separate testing of each source of fly ash or slag at each proposed replacement level shall be conducted in accordance with ASTM C1012 at the storage temperature prescribed in Section 9.3 of the test procedure. Expansion at 180 days shall be 0.10 percent or less.

9-01.3 Tests and Acceptance

The second paragraph is revised to read:

Cement producers/suppliers that certify portland cement or blended hydraulic cement shall participate in the Cement Acceptance Program as described in WSDOT Standard Practice QC 1. Rapid hardening hydraulic cement producers/suppliers are not required to participate in WSDOT Standard Practice QC 1.

Section 9-03, Aggregates

January 3, 2017

9-03.1(1) General Requirements

In this section, each reference to “Section 9-01.2(3)” is revised to read “Section 9-01.2(1)A”.

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(2) HMA Test Requirements

In the table in item number 3, the heading “Statistical and Nonstatistical” is revised to read “Statistical”.

9-03.8(7) HMA Tolerances and Adjustments

In the table in item number 1, the column titled “Nonstatistical Evaluation” is deleted.

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.

9-03.12(4) Gravel Backfill for Drains

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

As an alternative, AASHTO grading No. 57 may be used in accordance with Section 9-03.1(4)C.

9-03.12(5) Gravel Backfill for Drywells

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

As an alternative, AASHTO grading No. 4 may be used in accordance with Section 9-03.1(4)C.

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 Slag

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

In the Hot Mix Asphalt column, each value of “20” is revised to read “25”.

The last column heading “Steel Furnace Slag” is revised to read “Steel Slag”.

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

January 3, 2017

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.

9-04.1(2) Premolded Joint Filler for Expansion Joints

This section is supplemented with the following:

As an alternative to the above, a semi-rigid, non-extruding, resilient type, closed-cell polypropylene foam, preformed joint filler with the following physical properties as tested to AASHTO T 42 Standard Test Methods may be used.

Closed-Cell Polypropylene Foam Preformed Joint Filler		
Physical Property	**Requirement**	**Test Method**
Water Absorption	< 1.0%	AASHTO T 42
Compression Recovery	> 80%	AASHTO T 42
Extrusion	< 0.1 in.	AASHTO T 42
Density	> 3.5 lbs./cu.ft.	AASHTO T 42
Water Boil (1 hr.)	No expansion	AASHTO T 42
Hydrochloric Acid Boil (1 hr.)	No disintegration	AASHTO T 42
Heat Resistance °F	392°F± 5°F	ASTM D 5249

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 Concrete Pipes and Precast Manholes

"AASHTO M 198" 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 M 198" is revised to read "ASTM C 990".

Section 9-06, Structural Steel and Related Materials

January 3, 2017

9-06.5(3) High-Strength Bolts

In this section, “ASTM A325” is revised to read “ASTM F3125 Grade A325”, “ASTM A490” is revised to read “ASTM F3125 Grade A490”, and “ASTM F1852” is revised to read “ASTM F3125 Grade F1852”.

In the fifth paragraph, “ASTM-A325” is revised to read “ASTM F3125”.

9-06.12 Bronze Castings

In this section, “AASHTO M107” is revised to read “ASTM B22”.

9-06.16 Roadside Sign Structures

In the first paragraph, “ASTM A325” is revised to read “ASTM F3125 Grade A325”.

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 9-11, Waterproofing

January 3, 2017

This section (and all subsections), including title, is revised to read:

> **9-11 Waterproof Membrane**
>
> **9-11.1 Asphalt for Waterproofing**
>
> Waterproof membrane shall be a sheet membrane conforming to ASTM D 6153 Type III, the puncture capacity specified below, and either the thin polymer sheet tensile stress or the geotextile and fabric grab tensile strength specified below:

Performance Properties	Test Method	Specification

		Requirements
Tensile Stress (for Thin Polymer Sheets)	ASTM D 882	75 pounds per inch min.
Grab Tensile Strength (for Geotextiles and Fabrics)	ASTM D 4632 (Woven or Nonwoven)	200 pounds min.
Puncture Capacity (For Thin Polymer Sheets, Geotextiles and Fabrics)	ASTM E 154	200 pounds min.

Waterproofing membrane will be accepted based on a Manufacturer's Certificate of Compliance with each lot of waterproof membrane.

9-11.2 Primer for Waterproof Membrane

The primer for the waterproof membrane shall be appropriate for bonding the sheet membrane to the bridge deck surface and shall be compatible with the membrane in accordance with the waterproof membrane manufacturer's recommendations.

Section 9-16, Fence and Guardrail

January 17, 2017

9-16.3(3) Galvanizing

The first three sentences are deleted and replaced with the following single sentence:

W-beam or thrie beam rail elements and terminal sections shall be galvanized in accordance with AASHTO M 180, Class A, Type II.

Section 9-20, Concrete Patching Material, Grout, and Mortar

January 3, 2017

This section is supplemented with the following new subsection:

9-20.5 Bridge Deck Repair Material

Bridge deck repair material shall be either an ultra-low viscosity, two-part liquid, polyurethane-hybrid polymer concrete, or a pre-packaged cement based repair mortar, conforming to the following requirements:

1. Minimum compressive strength of 2,500 psi, in accordance with ASTM C 109.

2. Total soluble chloride ion content by mass of product shall conform to the limits specified in Section 6-02.3(2) for reinforced concrete.

3. Permeability of less than 2,000 coulombs at 56-days in accordance with AASHTO T 277.

If pre-packaged deck repair material does not include coarse aggregate, the Contractor shall extend the mix with coarse aggregate as recommended by the manufacturer.

Section 9-23, Concrete Curing Materials and Admixtures

January 3, 2017

9-23.9 Fly Ash

The first paragraph is revised to read:

Fly ash shall conform to the requirements of AASHTO M295 Class C or F including supplementary optional chemical requirements as set forth in Table 2.

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

The supplementary optional chemical limits in AASHTO M295 Table 2 do not apply to fly ash used in Controlled Density Fill.

9-23.12 Metakaolin

This section, including title, is revised to read:

9-23.12 Natural Pozzolan

Natural Pozzolans shall be either Metakaolin or ground Pumice and shall conform to the requirements of AASHTO M295 Class N, including supplementary optional chemical requirements as set forth in Table 2.

Section 9-29, Illumination, Signal, Electrical

January 3, 2017

9-29.2 Junction Boxes, Cable Vaults, and Pull Boxes

This section is supplemented with the following new subsections:

9-29.2(5) Testing Requirements

The Contractor shall provide for testing of junction boxes, cable vaults and pull boxes. Junction boxes, cable vaults and pull boxes shall be tested by an independent materials testing facility, and a test report issued documenting the results of the tests performed.

For each junction box, vault and pull box type, the independent testing laboratory shall meet the requirements of AASHTO R 18 for Qualified Tester and Verified Test Equipment. The test shall be conducted in the presence of a Professional Engineer, licensed under Title 18 RCW, State of Washington, in the branch of Civil or Structural, and each test sheet shall have the Professional Engineer's original signature, date of signature, original seal, and registration number. One copy of the test report shall be furnished to the Contracting Agency certifying that the box and cover meet or exceed the loading requirements for that box type, and shall include the following information:

1. Product identification.
2. Date of testing.
3. Description of testing apparatus and procedure.
4. All load deflection and failure data.
5. Weight of box and cover tested.
6. Upon completion of the required test(s) the box shall be loaded to failure or to the maximum load possible on the testing machine (70,000 pounds minimum).
7. A brief description of type and location of failure or statement that the testing machine reached maximum load without failure of the box.

9-29.2(5)A Standard Duty Boxes and Vaults

Standard Duty Concrete Junction Boxes, Cable Vaults, and Pull Boxes shall be load tested to 22,500 pounds. The test load shall be applied uniformly through a 10 by 10 by 1-inch steel

plate centered on the lid. The test load shall be applied and released ten times, and the deflection at the test load and released state shall be recorded for each interval. At each interval the junction box shall be inspected for lid deformation, failure of the lid/frame welds, vertical and horizontal displacement of the lid/frame, cracks, and concrete spalling.

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

1. Permanent deformation of the lid or any impairment to the function of the lid.

2. Vertical or horizontal displacement of the lid frame.

3. Cracks wider than 0.012 inches that extend 12 inches or more.

4. Fracture or cracks passing through the entire thickness of the concrete.

5. Spalling of the concrete.

9-29.2(5)B Retrofit Security Lids for Standard Duty Concrete Junction Boxes

Security lids used to retrofit existing Standard Duty Concrete Junction Boxes shall be tested as follows:

1. The security lid shall be installed on any appropriately sized box that is currently approved on the Qualified Products List.

2. The security lid and box assembly shall be load tested in accordance with Section 9-29.2(5)A. After the ten load cycles but before loading to failure, the security lid shall be fully opened and removed to verify operability.

3. The locking mechanism(s) shall be tested as follows:

    a. The locking mechanism shall be cycled 250 times (locked, then unlocked again) at room temperature (60-80°F). If there is more than one identical locking mechanism, only one needs to be cycled in this manner.

    b. Temperature changes should be limited to no more than 60°F per hour.

    c. The security lid shall be cooled to and held at -30°F for 15 minutes. The locking mechanism shall then be cycled once to verify operation at this temperature.

    d. The security lid shall be heated to and held at 120-122°F for 15 minutes. The locking mechanism shall then be cycled once to verify operation at this temperature.

    e. The security lid shall be temperature adjusted to and held at 110°F and 95% humidity for 15 minutes. The locking mechanism shall then be cycled once to verify operation at this temperature and humidity.

9-29.2(5)C Standard Duty Non-Concrete Junction Boxes

Non-concrete Junction Boxes shall be tested as defined in the ANSI/SCTE 77 Tier 15 test method using the test load of 22,500 pounds (minimum) in place of the design load during testing. In addition, the Contractor shall provide a Manufacturer Certificate of Compliance for each non-concrete junction box installed.

9-29.2(5)D Heavy-Duty Boxes and Vaults

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

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

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

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

1. The lid is operational.
2. The lid is securely fastened.
3. The welds have not failed.
4. Permanent dishing or deformation of the lid is ¼ inch or less.
5. No buckling or collapse of the box.

9-29.2(1) Standard Duty and Heavy Duty Junction Boxes

This section, including title, is revised to read:

9-29.2(1) Junction Boxes

For the purposes of this Specification concrete is defined as portland cement concrete and non-concrete is all others.

The Contractor shall provide shop drawings for all components, hardware, lid, frame, reinforcement, and box dimensions. The shop drawings shall be prepared by (or under the supervision of) a Professional Engineer, licensed under Title 18 RCW, State of Washington, in the branch of Civil or Structural. Each sheet shall carry the following:

1. Professional Engineer's original signature, date of signature, original seal, and registration number. If a complete assembly drawing is included which references additional drawing numbers, including revision numbers for those drawings, then only the complete assembly drawing is required to be stamped.

2. The initials and dates of all participating design professionals.

3. Clear notation of all revisions including identification of who authorized the revision, who made the revision, and the date of the revision.

Design calculations shall carry on the cover page, the Professional Engineer's original signature, date of signature, original seal, and registration number.

For each type of junction box, or whenever there is a change to the junction box design, a proof test, as defined in this Specification, shall be performed and new shop drawings submitted.

9-29.2(1)A Standard Duty Junction Boxes

This section is revised to read:

Standard Duty Junction Boxes are defined as Type 1, 2 and 8 junction boxes and shall have a minimum load rating of 22,500 pounds and be tested in accordance with Section 9-29.2(5). A complete Type 8 Junction Box includes the spread footing shown in the Standard Plans. All Standard Duty Junction Boxes placed in sidewalks, walkways, and shared use paths shall have slip resistant surfaces. Non-slip lids and frames shall be hot dip galvanized in accordance with AASHTO M111.

9-29.2(1)A1 Concrete Junction Boxes

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

Concrete used in Standard Duty Junction Boxes shall have a minimum compressive strength of 6,000 psi when reinforced with a welded wire hoop, or 4,000 psi when reinforced with welded wire fabric or fiber reinforcement. The frame shall be anchored to the box by welding headed studs ⅜ by 3 inches long, as specified in Section 9-06.15, to the frame. The wire fabric shall be attached to the studs and frame with standard tie practices. The box shall contain ten studs located near the centerline of the frame and box wall. The studs shall be placed one anchor in each corner, one at the middle of each width and two equally spaced on each length of the box.

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

Materials	Requirement
Concrete	Section 6-02
Reinforcing Steel	Section 9-07
Fiber Reinforcing	ASTM C1116, Type III
Lid	ASTM A786 diamond plate steel
Slip Resistant Lid	ASTM A36 steel
Frame	ASTM A786 diamond plate steel or ASTM A36 steel
Slip Resistant Frame	ASTM A36 steel
Lid Support	ASTM A36 steel, or ASTM A1011 SS Grade 36 (or higher)
Handle & Handle support	ASTM A36 steel, or ASTM A1011 CS (Any Grade) or SS (Any Grade)
Anchors (studs)	Section 9-06.15

Bolts, Studs, Nuts, Washers	ASTM F593 or A193, Type 304 or 316, or Stainless Steel grade 302, 304, or 316 steel in accordance with approved shop drawing
Locking and Latching Mechanism Hardware and Bolts	In accordance with approved shop drawings

9-29.2(1)A2 Non-Concrete Junction Boxes

Material for the non-concrete junction boxes shall be of a quality that will provide for a similar life expectancy as portland cement concrete in a direct burial application.

Type 1, 2, and 8 non-concrete junction boxes shall have a Design Load of 22,500 pounds and shall be tested in accordance with Section 9-29.2(5). Non-concrete junction boxes shall be gray in color and have an open bottom design with approximately the same inside dimensions, and present a load to the bearing surface that is less than or equal to the loading presented by the concrete junction boxes shown in the Standard Plans. Non-concrete junction box lids shall include a pull slot and embedded 6 by 6 by ¼-inch steel plate, and shall be secured with two ½ inch stainless steel Penta-head bolts recessed into the cover. The tapped holes for the securing bolts shall extend completely through the box to prevent accumulation of debris. Bolts shall conform to ASTM F593, stainless steel.

9-29.2(1)B Heavy-Duty Junction Boxes

The first paragraph is revised to read:

Heavy-Duty Junction Boxes are defined as Type 4, 5, and 6 junction boxes and shall be concrete and have a minimum vertical load rating of 46,000 pounds without permanent deformation and 60,000 pounds without failure when tested in accordance with Section 9-29.2(5).

9-29.2(1)C Testing Requirements

This section is deleted in its entirety.

9-29.2(2) Small Cable Vaults, Standard Duty Cable Vaults, Standard Duty Pull Boxes, and Heavy Duty Pull Boxes

This section, including title, is revised to read:

9-29.2(2) Cable Vaults and Pull Boxes

Cable Vaults and Pull Boxes shall be constructed as a concrete box and as a concrete lid. The lids for Cable Vaults and Pull Boxes shall be interchangeable and both shall fit the same box as shown in the Standard Plans.

The Contractor shall provide shop drawings for all components, including concrete box, Cast Iron Ring, Ductile Iron Lid, Steel Rings, and Lid. In addition, the shop drawings shall show placement of reinforcing steel, knock outs, and any other appurtenances. The shop drawing shall be prepared by or under the direct supervision of a Professional Engineer, licensed under Title 18 RCW, State of Washington, in the branch of Civil or Structural. Each sheet shall carry the following:

1. Professional Engineer's original signature, date of signature, original seal, and registration number. If a complete assembly drawing is included which references additional drawing numbers, including revision numbers for those drawings, then only the complete assembly drawing is required to be stamped.

2. The initials and dates of all participating design professionals.

3. Clear notation of all revisions including identification of who authorized the revision, who made the revision, and the date of the revision.

Design calculations shall carry on the cover page, the Professional Engineer's original signature, date of signature, original seal, and registration number.

For each type of box or whenever there is a change to the Cable Vault or Pull box design, a proof test, as defined in this Specification, shall be performed and new shop drawings submitted.

9-29.2(2)A Small Cable Vaults, Standard Duty Cable Vaults, and Standard Duty Pull Boxes

This section's title is revised to read:

9-29.2(2)A Standard Duty Cable Vaults and Pull Boxes

The first paragraph is revised to read:

Standard Duty Cable Vaults and Pull Boxes shall be concrete and have a minimum load rating of 22,500 pounds and be tested in accordance with Section 9-29.2(5). For the purposes of this Section, Small Cable Vaults are considered a type of Standard Duty Cable Vault.

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

Concrete for Standard Duty Cable Vaults and Pull Boxes shall have a minimum compressive strength of 4,000 psi.

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

All Standard Duty Cable Vaults and Pull Boxes placed in sidewalks, walkways, and shared-use paths shall have slip-resistant surfaces.

The fourth paragraph (up until the colon) is revised to read:

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

9-29.2(2)B Heavy-Duty Cable Vaults and Pull Boxes

The first paragraph is revised to read:

Heavy-Duty Cable Vaults and Pull Boxes shall be constructed of concrete having a minimum compressive strength of 4,000 psi, and have a minimum vertical load rating of 46,000 pounds without permanent deformation and 60,000 pounds without failure when tested in accordance with Section 9-29.2(5).

9-29.2(3) Structure Mounted Junction Boxes

The first and second paragraphs are revised to read:

Surface mounted junction boxes and concrete embedded junction boxes installed in cast-in-place structures shall be stainless steel NEMA 4X.

Concrete embedded junction boxes installed in structures constructed by slip forming shall be stainless steel NEMA 3R and shall be adjustable for depth, with depth adjustment bolts, which are accessible from the front face of the junction box with the lid installed.

9-29.3(1) Fiber Optic Cable

This section is revised to read:

All fiber optic cables shall be single mode fiber optic cables unless otherwise specified in the Contract. All fiber optic cables shall meet the following requirements:

a. Compliance with the current version of ANSI/ICEA S-87-640. A product data specification sheet clearly identifying compliance or a separate letter from manufacturer to state compliance shall be provided.

b. Cables shall be gel free, loose tube, low water peak, and all dielectric with no metallic component.

c. Cables shall not be armored unless specified in the Contract.

d. Cables shall be approved for mid-span entries and be rated by the manufacturer for outside plant (OSP) use, placement in underground ducts, and aerial installations.

e. Fiber counts shall be as specified in the Contract.

f. Fibers and buffer tubes shall be color coded in accordance with the current version of EIA/TIA-598.

g. Fibers shall not have any factory splices.

h. Outer Jacket shall be Type M (Medium Density Polyethylene). Outer jacket shall be free from holes, splits, blisters, or other imperfections and must be smooth and concentric as is consistent with the best commercial practice.

i. A minimum of one (1) rip cord is required for each cable.

j. Cable markings shall meet the following additional requirements:

    1. Color shall be white or silver.

    2. Markings shall be approximately 3 millimeters (118 mils) in height, and dimensioned and spaced to produce good legibility.

    3. Markings shall include the manufacturer's name, year of manufacture, the number of fibers, the words "OPTICAL CABLE", and sequential length marks.

    4. Sequential length markings shall be in meters or feet, spaced at intervals not more than 1 meter or 2 feet apart, respectively.

    5. The actual cable length shall not be shorter than the cable length marking. The actual cable length may be up to 1% longer than the cable length marking.

    6. Cables with initial markings that do not meet these requirements will not be accepted and may not be re-marked.

k. Short term tensile strength shall be a minimum of 600 pounds (1bs). Long term tensile strength shall be a minimum of 180 pounds (1bs). Tensile strength shall be achieved using a fiberglass reinforced plastic (FRP) central member and / or aramid yarns.

l. All cables shall be new and free of material or manufacturing defects and dimensional non-uniformity that would:

1. Interfere with the cable installation using accepted cable installation practices;

2. Degrade the transmission performance or environmental resistance after installation;

3. Inhibit proper connection to interfacing elements;

4. Otherwise yield an inferior product.

m. The fiber optic cables shall be shipped on reels with a drum diameter at least 20 times the diameter of the cable, in order to prevent damage to the cable. The reels shall be substantial and constructed so as to prevent damage during shipment and handling. Reels shall be labeled with the same information required for the cable markings, with the exception that the total length of cable shall be marked instead of incremental length marks. Reels shall also be labeled with the type of cable.

This section is supplemented with the following new subsection:

9-29.3(1)B Multimode Optical Fibers

Where multimode fiber optic cables are specified in the Contract, the optical fibers shall be one of the following types, as specified in the Contract:

a. Type OM1, meeting the requirements of EIA/TIA 492-AAAA-A or ISO/IEC 11801. The fiber core diameter shall be 62.5 µm.

b. Type OM2, meeting the requirements of EIA/TIA 492-AAAB-A or ISO/IEC 11801. The fiber core diameter shall be 50 µm.

All multimode optical fibers shall have a maximum attenuation of 3.0 dB/km at 850nm and 1.0 dB/km at 1300nm. Completed cable assemblies shall be rated for 1000BaseLX Ethernet communications.

9-29.3(1)A Singlemode Fiber Optic Cable

This section is revised to read:

Single-Mode optical fibers shall be EIA/TIA 492-CAAB or ISO/IEC 11801 Type OS2, low water peak zero dispersion fibers, meeting the requirements of ITU-T G.652.D.

9-29.6 Light and Signal Standards

The third paragraph is revised to read:

Light standard, signal standards, slip base hardware and foundation hardware shall be hot dip galvanized in accordance with AASHTO M 111 and AASHTO M 232. Where colored standards are required, standards shall be powder-coated after galvanizing in accordance with Section 6-07.3(11). The standard color shall be as specified in the Contract.

9-29.6(1) Steel Light and Signal Standards

In the first paragraph, “ASTM A325” is revised to read “ASTM F3125 Grade A325”.

9-29.6(2) Slip Base Hardware

In this section, “ASTM A325” is revised to read “ASTM F3125 Grade A325”.

9-29.7(2) Fused Quick-Disconnect Kits

The table is supplemented with the following new row:

LED*	10A	10A	20A

The following footnote is inserted after the table:

* Applies to all LED luminaires, regardless of wattage. Fuses for LED luminaires shall be slow blow.

9-29.10 Luminaires

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

All luminaires shall be provided with markers for positive identification of light source type and wattage in accordance with ANSI C136.15-2011, with the exception that LED luminaires shall be labeled with the wattage of their conventional luminaire equivalents – the text "LED" is optional.

The table in the fourth paragraph is revised to read:

Conventional Lamp Wattage	Conventional Wattage Legend	Equivalent LED Legend
70	7	7E
100	10	10E
150	15	15E
175	17	17E
200	20	20E
250	25	25E
310	31	31E
400	40	40E
700	70	70E
750	75	75E
1,000	X1	X1E

9-29.25 Amplifier, Transformer, and Terminal Cabinets

Item 2C is revised to read:

c.	Transformer up to 12.5 KVA	20″	48″	24″
	Transformer 12.6 to 35 KVA	30″	60″	32″

The following new sentence is inserted before the last sentence of item number 10:

There shall be an isolation breaker on the input (line) side of the transformer, and a breaker array on the output (load) side.

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 *** transportation safety by installing guardrail at various locations in Lewis County, building guardrail landings by placing crushed surfacing base course,

flattening slopes, bridge rail retrofit, traffic control *** and other 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

Section 1-02.6 is supplemented with the following:

(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 11:00 a.m. on **April 4, 2017**, at the Lewis County Courthouse, Chehalis, Washington, for the Lewis County Road Safety Project – Phase 2, CRP 2174B.

SEALED BIDS MUST BE DELIVERED BY OR BEFORE
11:00 A.M. on Tuesday, April 4, 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 LEWIS COUNTY ROAD SAFETY PROJECT – PHASE 2, CRP 2174B, TO BE OPENED ON OR AFTER 11:00 A.M. ON APRIL 4, 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).

1-07.7 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 6, 2017)
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. WA170001.

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:
*** **15%** ***

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. By meeting the DBE COA Goal
   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. By documentation that the Bidder made adequate GFE to meet the DBE COA Goal
   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.

1-07.17 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 Avenue
Chehalis, WA 98532
Telephone (360) 748-9261

Comcast
440 Yauger Way SW
Olympia, WA. 98570
Telephone (360) 357-1230

Puget Sound Energy
2711 Pacific Ave. SE
Olympia, WA. 98501
Telephone (425) 392-6412

TDS Telecom
PO Box 218
La Center, WA. 98629
Telephone (877) 407-6235

City of Chehalis
Telephone (360) 748-0238

Centurylink
Dena Overaa
8102 Skansie Ave.
Gig Harbor, WA 98332-9904
Telephone (206) 733-5262

Sprint
Steven Schauer
2210 S. 35th ST.
Tacoma, WA 98409
Telephone (360) 402-4159

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 <u>not</u> 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.

1-08.5 Time for Completion

(August 14, 2013 APWA GSP, Option B)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the $$14^{th}$$ 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. Quarterly 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 *** 50 *** 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

1-09.9 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 3, 2017)
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

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 G for temporary traffic control use on this project. Alternating one-way traffic shall be maintained by the Contractor as shown in the Traffic Control Plan. 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.

EXISTING SIGNS

(******)

During the life of the contract, the Contractor shall be responsible for all existing signs damaged or removed by construction operations.

Warning and regulatory signs may be temporarily relocated to portable sign stands for convenience of construction subject to the approval of the Engineer. The signs shall be located at or as near as practical to their original locations and shall have a minimum vertical clearance above the pavement in accordance with the Manual on Uniform Traffic Control Devices. Upon completion of construction in the area immediately surrounding the permanent sign location, the Contractor shall reinstall the sign and supports in their permanent locations.

Signs damaged or removed shall be replaced by the Contractor at no cost to the County.

All costs involved in removing, maintaining and resetting existing signing as specified shall be considered incidental to the project and included in the various bid items therein. No additional compensation will be allowed.

DIVISION 2
EARTHWORK

2-01, CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description
(March 13, 1995)

Section 2-01.1 is supplemented with the following:

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

The area staked in the field by the Engineer prior to bid opening. See page S-2 of the Contract Plans for special clearing of trees.

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 deleted and replaced with the following:

Immediately following the placement of the crushed surfacing base course for the widened embankments and shoulder widening, Crushed Surfacing Base Course shall be mechanically compacted to the satisfaction of the Engineer. Water shall be used to achieve the desired compaction. The completed crushed surfacing base course shall have a smooth, tight, uniform surface true to line, grade, and cross-section shown in the plans, or as staked in the field by the Engineer.

4-04.3(6) Keystone
(******)

Section 4-04.3(6) is supplemented with the following:

Keystone shall be used at the top of the widening (2% grade) to achieve tight uniform surface as shown in the contract plans.

The first sentence of the third paragraph of Section 4-04.3(6) is deleted.

4-04.3(7) Miscellaneous Requirements
(******)

Section 4-04.3(7) is supplemented with the following:

After the guardrail has been installed the Contractor will be required to place Crushed Surfacing Base Course adjacent to and under the guardrail run. This material will be hand raked and compacted to the satisfaction of the Engineer.

4-04.3(9) Hauling
(******)

Section 4-04.3(9) is supplemented with the following:

No payment will be made for hauling the Crushed Surfacing Base Course required on this project. The cost of hauling the surfacing material shall be included in the unit contract prices for the Item involved.

4-04.5 Payment
(******)

Section 4-04.5 is supplemented with the following:

All costs involved in building and compaction of widened embankments required for flared guardrail terminals, building widened shoulders and placing the Crushed Surfacing Base Course adjacent to and under the guardrail runs will be included in the contract price per ton for "Crushed Surfacing Base Course". Water for compaction shall be considered incidental to this bid item.

6-02 CONCRETE STRUCTURES

6-02.2 Materials

Section 6-02.2 is supplemented with the following:

(August 5, 2002)
Resin Bonded Anchors
The resin bonded anchor system shall include the nut, washer, and threaded anchor rod which is installed into hardened concrete with a resin bonding material. The resin bonded anchor system shall conform to the following requirements:

1. Threaded Anchor Rod and Nuts
   Threaded anchor rods shall conform to ASTM A 193 Grade B7 or ASTM A 449, except as otherwise noted, and be fully threaded. Threaded anchor rods for stainless steel resin bonded anchor systems shall conform to ASTM F 593 and shall be Type 304 unless otherwise specified.

Nuts shall conform to AASHTO M 291, Grade DH, except as otherwise noted. Nuts for stainless steel resin bonded anchor systems shall conform to ASTM F 594 and shall be Type 304 unless otherwise specified.

Washers shall conform to AASHTO M 293, except as otherwise noted. Washers for stainless steel resin bonded anchor systems shall conform to ANSI B18.22.1 and shall be Type 304 Stainless Steel unless otherwise specified.

Nuts and threaded anchor rods, except those manufactured of stainless steel, shall be galvanized in accordance with AASHTO M 232. Galvanized threaded anchor rods shall be tested for embrittlement after galvanizing, in accordance with Section 9-06.5(4).

Threaded anchor rods used with resin capsules shall have the tip of the rod chiseled in accordance with the resin capsule manufacturer's recommendations. Galvanized threaded rods shall have the tip chiseled prior to galvanizing.

2. Resin Bonding Material
Resin bonding material shall be one of the following:

   a. Vinylester resin.

   b. Polyester resin.

   c. Methacrylate resin.

   d. A two component epoxy resin which meets the requirements of ASTM C 881, Type IV. The grade and class of the epoxy resin shall be as recommended by the epoxy resin manufacturer and as approved by the Engineer.

3. Ultimate Anchor Tensile Capacity
Resin bonded anchors shall each have the following minimum ultimate tensile load capacity when installed in concrete having a maximum compressive strength of 6000 pounds per square inch (psi) at the embedment specified below:

Anchor Diameter (inch)	Tensile Capacity (lbs.)	Embedment (inch)
3/8	7,800	3-3/8
1/2	12,400	4-1/2
5/8	19,000	5-5/8
3/4	27,200	6-3/4
7/8	32,000	7-7/8
1	41,000	9
1-1/4	70,000	11-1/4

6-02.3 Construction Requirements

Section 6-02.3 is supplemented with the following:

6-02.3(18) Placing Anchor Bolts

Section 6-02.3(18) is supplemented with the following:

Resin Bonded Anchors

The Contractor shall submit item 1 and 2 to the Engineer for all resin bonded anchor systems. If the resin bonded anchor system and anchor diameter are not listed in the current WSDOT Qualified Products List, the Contractor shall also submit item 3 to the Engineer.

1. The resin manufacturer's written installation procedure for the anchors. Resin bonding material used in overhead and horizontal application shall be specifically recommended by the resin manufacturer for those applications.

2. The manufacturer's certificate of compliance for the threaded anchor rod certifying that the anchor rod meets the requirements of this Special Provision.

3. Test results by an independent laboratory certifying that the threaded anchor rod system meets the ultimate anchor tensile load capacity specified in Section 6-02.2 as supplemented in these Special Provisions. The tests shall be performed in accordance with ASTM E 488.

The embedment depth of the anchors shall be as specified in the Plans. If the embedment depth of the anchor is not specified in the Plans then the embedment depth shall be as specified in the table of minimum and maximum torque below.

The anchors shall be installed in accordance with the resin manufacturer's written procedure.

Holes shall be drilled as specified in the Plans. Holes may be drilled with a rotary hammer drill when core drilling is not specified in the Plans. If holes are core drilled, the sides of the holes shall be roughened with a rotary hammer drill after core drilling.

Holes shall be prepared in accordance with the resin manufacturer's recommendations and shall meet the minimum requirements as specified herein. Holes drilled into concrete shall be thoroughly cleaned of debris, dust, and laitance prior to installing the threaded rod and resin bonding material. Holes shall not have any standing liquid at the time of installation of the threaded anchor rod.

Threaded anchors shall not be installed in submerged liquid environments unless specifically recommended by the resin manufacturer. The Contractor shall submit tests performed by an independent laboratory which certifies that anchors installed in a submerged environment meet the strength requirements specified in Section 6-02.2 as supplemented in these Special Provisions.

The anchor nuts shall be tightened to the following torques when the embedment equals or exceeds the minimum embedment specified.

Anchor Diameter (inch)	Minimum Torque (ft-lbs)	Maximum Torque (ft-lbs)	Minimum Embedment (Inch)
3/8	12	18	3-3/8
1/2	22	35	4-1/2
5/8	55	80	5-5/8
3/4	106	140	6-3/4
7/8	165	190	7-7/8
1	195	225	9

1-1/4	370	525	11-1/4

When the anchor embedment depth is less than the minimum values specified, the anchor nuts shall be tightened to the torque values specified in the Plans, or as recommended by the resin bonded anchor system manufacturer and approved by the Engineer.

6-02.4 Measurement

Section 6-02.4 is supplemented with the following:

There will be no measurement of the Resin Bonded Anchor System for guardrail placement. All anchors shall be considered incidental to the guardrail that is being installed.

DIVISION 8
MISCELLANEOUS CONSTRUCTION

8-04, CURBS, GUTTERS, AND SPILLWAYS

(******)

8-04.1 Description

Section 8-04.1 is supplemented with the following:

Bridge End Curb Ramp
The Contractor shall construct bridge end curb ramp as detailed on Sheets S3, S4, and S5 of the Contract Plans.

Bridge End Sidewalk Ramp
The Contractor shall construct bridge end sidewalk ramp as detailed on Sheets S3 and S5 of the Contract Plans.

8-04.4 Measurement

Section 8-04.4 is supplemented with the following:

"Bridge End Curb Ramp" will be measured per ton.

"Bridge End Sidewalk Ramp" will be measured per ton.

8-04.5 Payment

Section 8-04.5 is supplemented with the following:

"Bridge End Curb Ramp" per ton.
The unit contract price per ton for "Bridge End Curb Ramp" shall include all equipment, labor, materials and incidentals necessary to complete the work as described.

"Bridge End Sidewalk Ramp" per ton.
The unit contract price per ton for "Bridge End Sidewalk Ramp" shall include all equipment, labor, materials and incidentals necessary to complete the work as described.

8-11, GUARDRAIL

(******)

8-11.1 Description

Section 8-11.1 is supplemented with the following:

Underground Utility Verification Pothole

This work shall consist of verification of location and depth of underground utilities by means of non-destructive excavation at all locations required by the respective utility representatives for which such utility elects not to provide such verification to the contractor using other measures. The contractor is hereby notified that such work may be required during the normal course of construction on sections where installation of new guardrail appears to be in conflict (within 2 feet) with an existing utility and whereby it is deemed to be more cost effective than to require the relocation of the utility and the utility cannot provide the service in a timely manner by any other means. The Contracting Agency has included the bid item "Underground Utility Verification Pothole" in the proposal in order to provide for the payment of such work when required of the contractor. Additional working days have been added to the contract to provide adequate time for the work and accompanying lower rate of production in the installation of the guardrail components for the impacted sections as identified during design.

The Contractor is hereby notified that additional working days have been included in the contract time to allow for the completion of utility relocation work that may be required as part of this project. **The Contractor shall provide each Utility Company affected by this project with positive written notice** at such time as the Contractor deems that the work on any section of guardrail cannot proceed until certain utility appurtenances have been relocated. The Contractor shall cooperate with all Utilities and/or their contractors and so conduct operations that the necessary relocation and construction of its facilities and removal of existing facilities can be accomplished with a minimum of interruption of service to its customers.

The operation of the Utilities and/or their contractors in the relocation and construction of its facilities and removal of existing facilities shall not be reason for a claim by the Contractor.

New Beam Guardrail Section

During removing and resetting guardrail operation the Contractor shall replace old guardrail sections with new as shown on page C8 of the Contract Plans.

Retro Fit Bridge Post

See detail Sheet S21 of the Contract plans to perform the work described on Sheet S8, note 6 (east) and note 7 (west).

Lewis County Beam Guardrail Bridge Transition

The Contractor shall construct Lewis County Beam Guardrail as detailed on Sheet S5 of the Contract Plans.

Lewis County Beam Guardrail Bridge Transition Type 2

The Contractor shall construct Lewis County Beam Guardrail as detailed on Sheet S8 of the Contract Plans.

Retro Fit Bridge Beam Guardrail and Blocks

The Contractor shall retro fit custom bridge beam guardrail and blocks as detailed on Sheet C4 of the Contract Plans.

8-11.3 Construction Requirements

8-11.3(1) Beam Guardrail

(April 5, 2010)

Section 8-11.3(1) is supplemented with the following:

This project may contain a mixture of steel and wood posts. The bidder is advised that post selection will be as detailed in the plans and these specifications.

(******)

Underground Utility Verification Pothole

This work shall consist of excavation, haul and disposal of the existing roadbed and shoulder material at all locations proposed for guardrail posts that are in direct conflict with an underground utility as marked in the field and identified during the contractor's post layout process. The roadbed material will be excavated to the extent necessary to reveal the utility for verification of horizontal location and depth prior to the installation of the posts in these areas. The excavation shall be accomplished by the use of a vactor truck or similar non-destructive equipment, pre-approved by the Engineer, that will not have the potential to damage the utility during excavation of the holes. The areas to be excavated will be as determined by the collaboration of the contractor, the utility owner and the Engineer. The Contracting Agency assumes no risk for the excavation and exposure of any utility by the contractor and assumes no liability as a result of any damages incurred to any utility resulting from the contractor's operations.

This Item as contained in the Bid Proposal shall not be subject to the provisions of Section 1-04.4 or 1-04.6 of the Specifications and will only be used as may be necessary for the work to proceed in a safe and timely manner.

(******)

Order of Work

The Contractor shall schedule and pursue the work to create the least interruption and danger to the traveling public. The Contractor must abide by the following general requirements:

1. The Contractor shall not remove any unprotected portion of the existing guardrail run unless the replacement components have been assembled and all replacement work is accomplished in the same working day.

2. The Contractor shall install rail and posts on the same day so that no unprotected, exposed posts remain at the end of the working day.

3. Once started, the Contractor shall complete the installation of a guardrail run in a continuous operation.

4. The Contractor shall return the roadway to unrestricted use at the end of the work day.

Section 8-11.3(1)D Removing Guardrail and Guardrail Anchor

(******)

The last sentence of the first paragraph shall be deleted and replaced with the following:

The Contractor shall leave the salvageable guardrail items on or near the project site in a location to be specified by the Engineer at or before the time of removal. These salvageable guardrail components shall be retained by, and remain the property of, Lewis County Public Works. All guardrail components determined to be unsalvageable by the Engineer, shall become the property

of the Contractor. The Contractor shall be responsible for off-site disposal of all rejected guardrail materials.

8-11.4 Measurement

Section 8-11.4 is supplemented with the following:

"New Beam Guardrail Section" will be measured by the linear foot.

"Retro Fit Bridge Post" no specific unit of measure will apply to this lump sum item.

"Lewis County Beam Guardrail Bridge Transition" shall be measured per each.

"Lewis County Beam Guardrail Bridge Transition Type 2" shall be measured per each.

"Retro Fit Bridge Beam Guardrail and Blocks" will be measured by the linear foot.

Measurement of the "Underground Utility Verification Pothole" will be per each hole excavated to the full width and depth necessary to reveal the underground utility and safely install the guardrail post.

8-11.5 Payment

Section 8-11.5 is supplemented with the following:

"New Beam Guardrail Section" will be measured by the linear foot.

"Retro Fit Bridge Post" per lump.
The unit contract price per lump sum for "Retro Fit Bridge Post" shall include all equipment, labor, materials and incidentals necessary to complete the work as described.

"Lewis County Beam Guardrail Bridge Transition Type 2" per each.
The unit contract price per each for "Lewis County Beam Guardrail Bridge Transition Type 1" shall include all equipment, labor, materials and incidentals necessary to complete the work as described.

"Lewis County Beam Guardrail Bridge Transition" per each.
The unit contract price per each for "Lewis County Beam Guardrail Bridge Transition Type 1" shall include all equipment, labor, materials and incidentals necessary to complete the work as described.

"Retro Fit Bridge Beam Guardrail and Blocks" per linear foot.
The unit contract price per linear foot for "Retro Fit Bridge Beam Guardrail and Blocks" shall include all equipment, labor, materials and incidentals necessary to complete the work as described.

"Underground Utility Verification Pothole" per each.
The unit contract price per each for "Underground Utility Verification Pothole" shall include all equipment, labor, materials and incidentals necessary to excavate the utility potholes to the full width and depth to fully expose the utility and allow for safe installation of the guardrail post and shall include the haul and disposal of all excavated material and associated roadway cleanup.

8-21, PERMANENT SIGNING

(******)

8-21.1 Description

Section 8-21.1 is supplemented with the following:

Sign Posts and Beacon Lights
The Contractor shall construct the sign post and beacon lights as detailed on Sheet B2 of the Contract Plans.

8-21.4 Measurement

"Sign Posts and Beacon Lights" no specific unit of measure will apply to this lump sum item.

8-11.5 Payment

"Sign Posts and Beacon Lights" per lump sum.
The unit contract price per lump sum for "Sign Posts and Beacon Lights" shall include all equipment, labor, materials and incidentals necessary to complete the work as described.

DIVISION 9
MATERIALS

9-29.16 Vehicular Signal Heads, Displays, and Housing
Section 9-29.16 is supplemented with the following:

24 Hour Flashing Beacon

System Overview:

Certification	CE and UL certified electrical components
Compliance	FHWA MUTCD compliant FCC EMC Class A verified
Operation	Continuous, 24-hours a day, 365 days a year
Flash Patterns	MUTCD (0.5 second on, 0.5 second off) or JSF Tech High Visibility Strobe Pattern
Variations	Synchronized or Wig-Wag (alternating)
Operating Temperature	-40°F to +165°F (-40°C to +74°C)
Controller Input Voltage	12 V DC
Solar Panel	42-40 W Nominal 12 V, CE and TUV certified minimum
Battery Storage	AGM 12 V, 36 Ah, minimum UL certified, field replaceable, Optional cold weather battery upgrade

Power Management:

Charged Capacity	Up to 30 days (without charging)

Auto Brightness	6 stages of brightness for different light Conditions and battery levels
Self Monitoring	Visual notification of sub-optimal operation

LED Module

Standard	ITE VTCSH-STD 2005
Lens	UV stabilized polycarbonate and Abrasion resistant
Size	12” diameter
Color	Red

Physical Design

Configuration	Fully self-contained
Color	Black
Solar Engine	6061-T6 powder coated aluminum
Signal Housing	Polycarbonate
Mounting	Mid-pole side mount

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:
Beam Guardrail Post Installation Detail

APPENDIX B:
Washington State Prevailing Wage Rates
Wage Rate Supplement
Wage Rate Benefit Code Key
Federal Wage Rates

APPENDIX C:
Required Contract Provisions Federal-Aid Construction Contracts – FHWA 1273
Amendment Required Contract Provisions Federal-Aid Construction Contracts

APPENDIX D:
Bid Proposal Documents

APPENDIX E:
Contract Documents

APPENDIX F:
Utility Information

APPENDIX G:
Contract Plans ******

(January 3, 2017)
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-22.14
Note 3, formula, was: “Elevation G = (Elevation S – D x (0.1) + 28” is revised to read: “Elevation G = (Elevation S – D x (0.1) + 28/12”

C-22.16
Note 3, formula, was: “Elevation G = (Elevation S – D x (0.1) + 31” is revised to read: “Elevation G = (Elevation S – D x (0.1) + 31/12”

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

G-22.10
Sheet 2, Elevation , Three-Post Installation, Dimension, upper right, was – ".035" is revised to read: " 0.35X"

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.
Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 1)"
Detail F, callout, "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is revised to read; "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"

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-40.00-00.....8/11/09	A-50.30-00…...11/17/08
A-10.20-00.....10/5/07	A-40.10-03.....12/23/14	A-50.40-00…...11/17/08
A-10.30-00.....10/5/07	A-40.15-00.....8/11/09	A-60.10-03.....12/23/14
A-20.10-00.....8/31/07	A-40.20-03.....12/23/14	A-60.20-03.....12/23/14

A-30.10-00.....11/8/07
A-30.30-01.....6/16/11
A-30.35-00.....10/12/07
A-40.50-02.....12/23/14
A-50.10-00…....11/17/08
A-50.20-01…....9/22/09
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-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-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-8e.....2/21/07
C-8f.....6/30/04
C-10.....7/15/16
C-16a.....6/3/10
C-16b.....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-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-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-24.50-03.....6/17/14
G-24.60-04.....6/23/15
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-70.20-03.....2/29/16
G-70.30-03.....2/29/16
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
G-95.10-01.....6/2/11
G-95.20-02.....6/2/11
G-95.30-02.....6/2/11

H-10.10-00.....7/3/08
H-10.15-00.....7/3/08
H-30.10-00.....10/12/07
H-32.10-00.....9/20/07
H-60.10-01.....7/3/08
H-60.20-01.....7/3/08
H-70.10-01.....2/7/12
H-70.20-01.....2/16/12
H-70.30-02.....2/7/12

I-10.10-01.....8/11/09
I-30.10-02.....3/22/13
I-30.15-02.....3/22/13
I-30.16-00.....3/22/13
I-30.17-00.....3/22/13
I-30.20-00.....9/20/07
I-30.30-01.....6/10/13
I-30.40-01.....6/10/13
I-30.60-00.....5/29/13
I-40.10-00.....9/20/07
I-40.20-00.....9/20/07
I-50.20-01.....6/10/13
I-60.10-01.....6/10/13
I-60.20-01.....6/10/13
I-80.10-02.....7/15/16

J-10.....7/18/97
J-10.10-03……6/3/15
J-10.15-01.....6/11/14
J-10.16-00……6/3/15
J-10.17-00……6/3/15
J-26.20-00…..6/11/14
J-27.10-01…..7/21/16
J-27.15-00…..3/15/12
J-28.10-01.....5/11/11
J-28.22-00.....8/07/07
J-40.38-01.....5/20/13
J-40.39-00……5/20/13
J-40.40-01……4/28/16
J-50.10-00…….6/3/11
J-50.11-00…….6/3/11

J-10.18-00……6/3/15
J-10.20-01……6/1/16
J-10.21-00……6/3/15
J-10.22-00.....5/29/13
J-15.10-01.....6/11/14
J-15.15-02……7/10/15
J-20.10-03.....6/30/14
J-20.11-02.....6/30/14
J-20.15-03.....6/30/14
J-20.16-02.....6/30/14
J-20.20-02.....5/20/13
J-20.26-01.....7/12/12
J-21.10-04.....6/30/14
J-21.15-01.....6/10/13
J-21.16-01.....6/10/13
J-21.17-01.....6/10/13
J-21.20-01.....6/10/13
J-22.15-02.....7/10/15
J-22.16-03.....7/10/15
J-26.10-03…..7/21/16
J-26.15-01…..5/17/12
J-28.24-01.....6/3/15
J-28.26-01.....12/02/08
J-28.30-03.....6/11/14
J-28.40-02.....6/11/14
J-28.42-01.....6/11/14
J-28.43-00.....6/11/14
J-28.45-03.....7/21/16
J-28.50-03.....7/21/16
J-28.60-02.....7/21/16
J-28.70-02.....6/1/16
J-29.10-01.....7/21/16
J-29.15-01.....7/21/16
J-29.16-02.....7/21/16
J-30.10-00…...6/18/15
J-40.05-00……7/21/16
J-40.10-04……4/28/16
J-40.20-03……4/28/16
J-40.30-04……4/28/16
J-40.35-01……5/29/13
J-40.36-01……5/20/13
J-40.37-01……5/20/13
J-50.12-00…….6/3/11
J-50.15-00…….6/3/11
J-50.16-01…….3/22/13
J-50.20-00…….6/3/11
J-50.25-00…….6/3/11
J-50.30-00…….6/3/11
J-60.05-01…….7/21/16
J-60.11-00…....5/20/13
J-60.12-00…....5/20/13
J-60.13-00…....6/16/10
J-60.14-00……6/16/10
J-75.10-02……7/10/15
J-75.20-01……7/10/15
J-75.30-02…….7/10/15
J-75.40-02……6/1/16
J-75.41-01……6/29/16
J-75.45-02……6/1/16
J-90.10-02…….4/28/16
J-90.20-02…….4/28/16
J-90.21-01……4/28/16

K-70.20-01.....6/1/16
K-80.10-01.....6/1/16
K-80.20-00.....12/20/06
K-80.30-00.....2/21/07
K-80.35-00.....2/21/07
K-80.37-00.....2/21/07

L-10.10-02.....6/21/12
L-20.10-03.....7/14/15
L-30.10-02.....6/11/14
L-40.10-02.....6/21/12
L-40.15-01.....6/16/11
L-40.20-02.....6/21/12
L-70.10-01.....5/21/08
L-70.20-01.....5/21/08

M-1.20-03.....6/24/14
M-1.40-02.....6/3/11
M-1.60-02.....6/3/11
M-1.80-03.....6/3/11
M-2.20-03.....7/10/15
M-2.21-00……7/10/15
M-3.10-03.....6/3/11
M-3.20-02.....6/3/11
M-3.30-03.....6/3/11
M-3.40-03.....6/3/11
M-3.50-02.....6/3/11
M-5.10-02.....6/3/11
M-7.50-01.....1/30/07
M-9.50-02.....6/24/14
M-9.60-00……..2/10/09
M-11.10-01.....1/30/07
M-15.10-01.....2/6/07
M-17.10-02.....7/3/08
M-20.10-02.....6/3/11
M-20.20-02.....4/20/15
M-20.30-04.....2/29/16
M-20.40-03.....6/24/14
M-20.50-02.....6/3/11
M-24.20-02.....4/20/15
M-24.40-02.....4/20/15
M-24.50-00.....6/16/11
M-24.60-04.....6/24/14
M-40.10-03.....6/24/14
M-40.20-00...10/12/07
M-40.30-00.....9/20/07
M-40.40-00.....9/20/07
M-40.50-00.....9/20/07
M-40.60-00.....9/20/07
M-60.10-01.....6/3/11
M-60.20-02.....6/27/11
M-65.10-02.....5/11/11
M-80.10-01.....6/3/11
M-80.20-00.....6/10/08
M-80.30-00.....6/10/08